

Special City Council Meeting
February 23, 2015

1. Agenda

Documents: [AGENDA ONLY 02-23-15.PDF](#)

2. Agenda And Packet

Documents: [AGENDA AND PACKET 2015-02-23.PDF](#)

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

DAVID BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

AGENDA
SPECIAL CITY COUNCIL MEETING
FEBRUARY 23, 2015

The Portland City Council will hold a Special City Council Meeting on in City Council Chambers, City Hall. The Honorable Michael F. Brennan, Mayor, will preside.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

RECOGNITIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

(Tab 1) February 9, 2015

PROCLAMATIONS:

APPOINTMENTS:

Order 150-14/15 Order Appointing Constables for 2015 Re: Portland Fire Department
(Tab 2) - Sponsored by Sheila Hill-Christian, Acting City Manager.

In connection with the implementation of findings by the Fire Prevention Task Force, Fire Chief Jerome LaMoria has requested constabulary authority be granted to two officials of the Fire Department, Assistant Chief of Fire Prevention Keith Gautreau and Fire Prevention Captain David Petrucci.

None are allowed to carry a firearm, concealed or unconcealed, in the performance of their duties, or to make arrests, or issue parking tickets.

These appointments shall be effective from 12:01 a.m. January 1, 2015, until 12:00 midnight, December 31, 2015.

Five affirmative votes are required for passage after public comment.

CONSENT ITEMS:

Order 151-14/15 (Tab 3) **Order Declaring the “2015 Greek Heritage Food Festival” June 25-June 27, 2015 – Sponsored by Sheila Hill-Christian, Acting City Manager.**

This order declares the Greek Heritage Festival to be held June 25, 26, and 27, 2015, on Holy Trinity Greek Orthodox Church grounds and a portion of Pleasant Street where a tent will be erected. The hours of the festival are 11:30 a.m. – 9:30 p.m.

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The Sunday on the Boulevard Committee would like to continue this tradition of recreational opportunity to the public and requests permission to close the boulevard on Sundays from May 3 to October 25, 2015, from 9:00 a.m. to 4:00 p.m.

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Races where participants are covered with colored starch are becoming more popular in the United States and attract many runners and spectators. There are now a few such races in Maine. This will be the first held in Portland.

The race route takes runners around Back Cove. Runners will congregate at Payson Park for the start and finish of the race. A short rally featuring music and dancing will follow the race.

Baxter Boulevard will be closed to vehicle traffic that day from Vannah Avenue to Payson Park, 9:00 a.m. to 4:00 p.m., as part of the city's "Sundays on the Boulevard" events. The Color Vibe 5K Race is piggybacking on this event. Organizers will close down the Boulevard to traffic a little earlier at 8:00 a.m. and will extend the closure at Payson Park, west to Bates Street/295 ramp as the race start time draws closer.

Five affirmative votes are required for passage of the Consent Calendar.

LICENSES:

**Order 155-14/15
(Tab 7)**

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Application filed 1/23/15. New City and State Applications. This is a change of ownership.

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BUDGET ITEMS:

COMMUNICATIONS:

RESOLUTIONS:

**Resolve 4-14/15
(Tab 9)**

Resolution Supporting the Federal Clean Power Plan, Stronger Federal Ozone Standards, and all National, State, and Community Efforts to Ensure Healthy Air for Maine Families and Businesses – Sponsored by Mayor Michael Brennan, Councilors Kevin J. Donoghue, Jon Hinck, David A. Marshall, Nicholas M. Mavodones, Jr., Jill C. Duson, David Brenerman.

This resolution supports the proposed Clean Power Plan and stronger federal Ozone standards, as well as fighting climate change and ensuring healthy air for all citizens.

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UNFINISHED BUSINESS:

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City staff has reached a tentative agreement with the Police Benevolent Association (PBA) which is within guidance. The PBA represents 125 police officers and detectives in the Portland Police Department.

The Union has ratified the tentative agreement and the Administration recommends your support for the agreement.

Terms of the Agreement include a three (3) year contract with general wage increases of 1% effective January 5, 2014; 1.0% effective July 6, 2014; 1.0% effective January 4, 2015 and 3% effective January 3, 2016.

The contract term is January 1, 2014 through December 31, 2016.

The total direct costs of the general wage increases are \$358,000; however, \$158,000.00 has already been appropriated and accounted for through the FY 14 and FY 15 budget approval process.

This item must be read on two separate days. It was given a first reading on February 9th. Five affirmative votes are required

ORDERS:

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Included in the plan is the proposed gift of an additional Langlais sculpture, *Puffin*. Acceptance of this report results in the acceptance of the gift and its addition to the collection, and approval of the proposed FY 2016 expenditure budget.

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On January 21, 2015, the Portland Public Art Committee voted unanimously to approve the 2014 Annual Report and 2015 Budget Plan for submission to the City Council.

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Order Accepting the Gift of *Puffin* by Bernard Langlais and Adding this work to the City's Public Art Collection – Sponsored by Councilor David A. Marshall and Lin Lisberger, Chair of the Portland Public Art Committee.

This is a companion order to Order 157-14/15 above.

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**Order 159-14/15
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Order Approving Purchase and Sale Agreement with Sustainable Cliff Island for Cliff Island Property at 16 Fisherman's Cove - Sponsored by the Housing and Community Development Committee, Councilor Kevin J. Donoghue, Chair.

This item is being presented to the City Council for authorization of a Purchase and Sale Agreement with Sustainable Cliff Island (SCI) for the sale of tax-acquired property on Cliff Island at 16 Fisherman's Cove. SCI was the sole bidder in response to the City's Request for Proposal (RFP) for its sale.

Under authorization from the HCDC, staff negotiated a Purchase and Sale Agreement with SCI for HCDC recommendation to the City Council for approval.

SCI has offered \$10,000 for the property. Taxes, interest, and costs to date owed on the property are approximately \$53,545. Based on guidance from the HCDC, staff and SCI have negotiated a forgivable Promissory Note and Mortgage in the amount of \$43,545 that would only be due and payable to the City should any covenants be violated.

The Note does not bear interest and is forgiven at the end of the 20-year “Restriction Period” as noted in the Quitclaim Deed, assuming no covenant violation. In the event that SCI is unable to raise sufficient funds to make necessary improvements to the property, the mortgage contains a subordination provision that would require the City to subordinate its mortgage to a future lender’s mortgage securing a loan up to \$300,000, provided that the loan is made to finance improvements that are required by the residential or commercial covenants.

As part of the closing process in this sale, the Finance Department would then write off the remaining back taxes, interest, and costs.

On January 28 the Housing and Community Development Committee met and voted 3-0 (Councilor Mavodones absent) to forward this item to the City Council with a recommendation for passage.

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The Proposal supports the expansion of Bayside Bowl on the first floor, as well as being the new home to Portland Community Squash on the second and third floors. The Proposal conforms with current zoning, is consistent with the *Bayside Vision*, addresses remediation of any contaminated soils, creates pedestrian activity, and construction is scheduled to be completed within 18 months of the real estate closing.

Highlights of the draft Purchase and Sale Agreement include:

Sale Price: \$340,018, which is consistent with the minimum purchase price set in the RFP as \$340,000.

Title: Title to 71 Hanover Street will be conveyed by Quitclaim Deed, sold “as is, where is” and “with all faults”.

Contingencies: One contingency only, that it be approved by the Portland City Council.

Closing: To occur within 75 days after the date the Purchase and Sale Agreement is executed.

Timeline for Construction/Rights of City to Repurchase: Bayside Bowl shall have 18 months from date of closing to secure all required development regulatory approvals and complete construction, including securing a Certificate of Occupancy for the Bayside Bowl expansion. Otherwise, the City shall have the right to repurchase.

The sale of this property will result in the City receiving \$340,018 in cash.

The PSA includes language that should BOPO, LLC sell any of the property to a tax exempt entity, that tax exempt entity would make annual payments to the City in lieu of taxes in the amount equal to the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the property had such property remained taxable. This language is also to be included as a deed restriction.

This property at 71 Hanover Street is currently the site of the City’s satellite sand/salt operation. Alternative sites, on Peninsula, to support the relocation of this operation are being explored.

The Housing and Community Development Committee met on February 11th and voted 4-0 to forward this item to the City Council with a recommendation for passage.

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**Order 161-14/15
(Tab 15)**

**Order Granting the First Amendment to Maine Basketball, LLC
Arena License Agreement – Sponsored by the Finance Committee,
Councilor Nicholas M. Mavodones, Jr., Chair.**

City staff was recently approached by Red Claws ownership about extending their lease in exchange for investment in new seating for the Portland Expo. Currently, the only option in the arena is backless bleacher seating. The Red Claws would commit approximately \$366,000 to replace the seating, adding seats with backs & armrests to the center section and seats with backs on either side of center.

The bleacher seating capacity would be reduced from 3,223 to 2,466; however, the only events which have potential attendance greater than 2,400 are events with either seating or standing room on the floor. Staff agrees with the Red Claws that the significant improvement in the guest experience is well worth the loss of seats.

The current agreement expires on June 30, 2019. The proposed extension would be for an additional five-year term to June 30, 2024, with an option to extend to June 30, 2029, with the following terms:

Capital Investment:

- Maine Red Claws commit to purchasing new seating (\$366,000)
- City to approve the seating design and coordinate the installation along with the Red Claws.
- City retains ownership of the seating, even if the Red Claws were to terminate their lease early.

Scheduling:

The current contract gives the Red Claws priority in scheduling their games while protecting pre-existing contracts with other users. This was detailed in an appendix to the contract. While some of these users remain, others have been replaced by new events. An update schedule is included in the agenda backup.

Lease Payments:

In keeping with the existing agreement, lease payments have been structured to cover all staffing costs related to Red Claws events.

- Seasons 11-13 (7/1/19-6/30/22) \$69,840 (\$2,910/game)
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All other provisions of the contract would remain the same. The Red Claws receive the net proceeds from parking and concessions and are allowed to sell advertising and sponsorship opportunities, all of which is consistent with the City's agreement with the Sea Dogs.

The following documents are included in the agenda backup for your information:

- Updated Schedule 4.1, protecting existing events
- Diagram of new seating layout
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- Current NBA Development League Lease Agreement
- Proposed First Amendment

Five affirmative votes are required for passage after public comment.

**Order 162-14/15
(Tab 16)**

Order Appointing and Setting Salary of Gina Tapp as Human Resources Director – Sponsored by Sheila Hill-Christian, Acting City Manager.

Gina Tapp has been offered the position of Human Resources Director, and she has accepted. Gina's resume is included in the agenda backup.

Ms. Tapp will start on March 9, 2015, at a base salary of \$98,065.76.

Staff is requesting that the second reading be waived so Ms. Tapp can begin work on March 9th.

Seven votes are required to waive the second reading. If the Council waives the second reading, it will take public comment prior to Council action on the item. Five affirmative votes will be required to approve the order.

AMENDMENTS:

LICENSE RENEWALS:

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Order Appointing and Setting Salary of Gina Tapp as Human Resources Director – Sponsored by Sheila Hill-Christian, Acting City Manager.

Gina Tapp has been offered the position of Human Resources Director, and she has accepted. Gina's resume is included in the agenda backup.

Ms. Tapp will start on March 9, 2015, at a base salary of \$98,065.76.

Staff is requesting that the second reading be waived so Ms. Tapp can begin work on March 9th.

Seven votes are required to waive the second reading. If the Council waives the second reading, it will take public comment prior to Council action on the item. Five affirmative votes will be required to approve the order.

AMENDMENTS:

LICENSE RENEWALS:

IN COUNCIL SPECIAL MEETING FEBRUARY 9, 2015 VOL. 130 PAGE 56

ROLL CALL: Mayor Brennan called the Special Meeting to order at 7:10 P.M. Councilor Donoghue, Duson arrived during announcements.
Meeting of February 2, 2015 was canceled due to snow storm.

ANNOUNCEMENTS:

RECOGNITIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Motion was made by Councilor Suslovic and seconded by Councilor Duson to approve the minutes of January 21, 2015 City Council meeting.
Passage 9-0 .

PROCLAMATIONS:

APPOINTMENTS:

CONSENT ITEMS:

Order 140-14/15 Order Authorizing the Urban Runoff/Green Neighbor Family Festival 2015 – Sponsored by Sheila Hill-Christian, Acting City Manager.

Order 141-14/15 Order Declaring Portland Sea Dogs Mother's Day 5K Race Festival in 2015 - Sponsored by Sheila Hill-Christian, Acting City Manager.

Order 142-14/15 Order Declaring Portland Sea Dogs Father's Day 5K Race Festival in 2015 - Sponsored by Sheila Hill-Christian, Acting City Manager.

Order 143-14/15 Order Declaring Memorial Day Parade and Festival – Sponsored by Sheila Hill-Christian, Acting City Manager.

Order 144-14/15 Order Declaring Craft Brew Race Festival 2015 – Sponsored by Sheila Hill-Christian, Acting City Manager.

Order 145-14/15 Order Declaring Tall Ships Portland 2015 as a Festival – Sponsored by Sheila Hill-Christian, Acting City Manager.

Motion was made by Councilor Donoghue and seconded by Councilor Suslovic for passage of the consent items. Passage 9-0.

LICENSES:

Order 146-14/15 Order Granting Municipal Officers' Approval of Blue T, LLC d/b/a Blue. Application for a Class A Restaurant/Lounge License with Entertainment with Dance at 650A-652 Congress St. – Sponsored by Katherine L. Jones, City Clerk.

IN COUNCIL SPECIAL MEETING FEBRUARY 9, 2015 VOL. 130 PAGE 57

Motion was made by Councilor Duson and seconded by Councilor Donoghue for passage. Passage 9-0.

BUDGET ITEMS:

COMMUNICATIONS:

Com-11-14/15 Communication Re: Audit on the City's Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2014 – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

Com-12-14/15 Communication RE: Outcome of the Land Bank and Parks Commission Consideration and Votes on Proposed Concept Design Plans for the Congress Square Park Improvement Project – Sponsored by Councilor Jon Hinck, Parks Commission Representative.

UNFINISHED BUSINESS:

Order 138-14/15 Order Amending and Renaming the Creative Portland Development and Arts Tax Increment Financing District to the Baxter Library Omnibus Tax Increment Financing District – Sponsored by the Housing and Community Development Committee, Councilor Kevin J. Donoghue, Chair. This item was given first reading on January 21, 2015.

Motion was made by Councilor Donoghue and seconded by Councilor Suslovic for passage. Passage 9-0.

Order 139-14/15 Order Approving and Adopting the Downtown Transit Oriented Development and Omnibus Tax Increment Financing District and Adopting the Municipal Development Program for that District with Its Downtown Revitalization Investment Plan - Sponsored by the Housing and Community Development Committee, Councilor Kevin J. Donoghue, Chair. This item was given first reading on January 21, 2015.

Motion was made by Councilor Donoghue and seconded by Councilor Costa for passage. Passage 9-0

ORDERS:

Order 147-14/15 Order Appointing Paul Fagone, Gary Hutcheson, Robert Waitkevitch and Jack Murray to the Sound Oversight Committee - Sponsored by Sheila Hill-Christian, Acting City Manager.

- Paul Fagone, Code & Inspections Department - Acting City Manager's Selection;
- Lt. Gary Hutcheson, Chair of the Committee, and Portland Downtown District Board nominee;
- Robert Waitkevitch, owner of Foreplay Sports Pub at 436 Fore Street and Nightlight Oversight Committee; and
- Jack Murray, local resident and sound technician

Motion was made by councilor Suslovic and seconded by Councilor Hinck for passage. Passage 9-0.

Order 148-14/15 Order Appointing and Setting Salary of Brendan O'Connell as Finance Director – Sponsored by Sheila Hill-Christian, Acting City Manager.

Motion was made by Councilor Mavodones and seconded by Councilor Suslovic to waive seconded reading. Passage 9-0.

Motion was made by Councilor Suslovic and seconded by Councilor Duson for passage. Passed as an emergency 9-0.

Order 149-14/15 Order Approving the Collective Bargaining Agreement with Police Benevolent Association (PBA) – Sponsored by Sheila Hill-Christian, Acting City Manager.

This is its first reading.

Motion was made by Councilor Donoghue and seconded by Councilor Duson to adjourn. Passage 9-0, 8:20 P.M. .

A TRUE COPY.

Katherine L. Jones, City Clerk

*Order 150-14/15
Tab 2 2-23-15*

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPOINTING CONSTABLES FOR 2015
RE: PORTLAND FIRE DEPARTMENT**

ORDERED, that Keith Gautreau, Assistant Chief of Fire Prevention, and David Petrucelli, Fire Prevention Captain, are hereby appointed as constables for calendar year 2015; and

BE IT FURTHER ORDERED, that these appointments shall be effective from 12:01 a.m. January 1, 2015, until 12:00 midnight, December 31, 2015;

BE IT FURTHER ORDERED, that these appointments are pursuant to Sections 20-19 and 20-19.5, Portland City Code, and none are allowed to carry a firearm, concealed or unconcealed, in the performance of their duties, or to make arrest.

MEMORANDUM
City Council Agenda Item

TO: Mayor and City Council

FROM: Fire Chief Jerome LaMoria

DATE: 2/4/2015

DISTRIBUTION: City Manager, Mayor, Sonia Bean, Danielle West-Chuhta,
Nancy English, Julie Sullivan

SUBJECT: Appointing Constables for the Fire Department

SPONSOR: Sheila Hill-Christian's sponsorship is requested

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ n/a _____ Final Action 2/23/2015

Can action be taken at a later date: X Yes No (If no why not?)

PRESENTATION: (List the presenter(s), type and length of presentation)

I. SUMMARY OF ISSUE (Agenda Description)

Fire Chief Jerome LaMoria has requested constabulary authority be granted to two officials of the Fire Department, Assistant Chief of Fire Prevention Keith Gautreau and Fire Prevention Captain David Petrucci. These appointments are required because of a change in the Fire Prevention Office. The former Constable was Captain Chris Pirone who was reassigned in the Fire Department.

II. REASON FOR SUBMISSION (Summary of Issue/Background)

Appointment as constables provide another formal enforcement authority, in addition to their authority under the Portland City Code Fire Prevention ordinances, to Assistant Chief of Fire Prevention Keith Gautreau and the Fire Prevention Captain David Petrucci to enforce the City's fire prevention ordinances.

III. INTENDED RESULT

Improved enforcement of the City's Fire Code ordinances.

IV. COUNCIL GOAL ADDRESSED

IV. FINANCIAL IMPACT

There is no financial impact to these appointments.

VI. STAFF ANALYSIS

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

Order

Prepared by: Nancy English for Fire Department Chief Jerome LaMoria

Date: February 4, 2015

*Order 151-14/15
Tab 3 2-23-15*

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENNERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER DECLARING THE "2015 GREEK HERITAGE FOOD FESTIVAL"
JUNE 25 - JUNE 27, 2015**

ORDERED, that Thursday, June 25, 2015 through Saturday, June 27, 2015, from 11:30 a.m. – 9:30 p.m., is hereby declared the 2015 "Greek Heritage Food Festival" and the Acting City Manager is hereby authorized pursuant to Sections 25-26 to 25-30 of the Portland City Code to grant permits to the Holy Trinity Greek Orthodox Church ("Church") for said Festival, including but not limited to, the following activity:

The Church is authorized to locate tent stakes on the right-hand side of Pleasant Street during the period of the Festival, provided that the Church shall be solely responsible for filling in the stake holes at the close of the Festival, said work to be done to the satisfaction of the City; said tent may be erected on Wednesday, June 24 and will be taken down on Monday, June 29; and

BE IT FURTHER ORDERED, that the Church shall indemnify the City, its officers and employees and hold it harmless from and against all claims arising out of activities during said festival, and shall take out and maintain public liability insurance coverage in the amount of at least **\$400,000** per occurrence for personal or bodily injury, death or property damage for said purpose. The Church shall provide the City with a certificate showing evidence of such insurance and this insurance certificate will also list the City of Portland as an additional insured in regard to the Greek Heritage Food Festival; and

BE IT FURTHER ORDERED, that under no circumstances may alcoholic beverages be sold or consumed on the streets or public right-of-way of said area during said Festival, but sales of alcoholic beverages may be allowed on church property in the areas approved by the City Clerk and subject to meeting all liquor licensing requirements; and

BE IT FURTHER ORDERED, that conditions for use of grounds, specified in a permit issued from Recreation, shall be adhered to; and

BE IT FURTHER ORDERED, that the Church is responsible for paying associated costs, such as Police assistance, Public Services assistance, and City Clerk's license fees and Public Services permit and "No Parking" sign fees; and

BE IT FURTHER ORDERED, that Festival areas will be closed to street vendors pursuant to §19-17 of the Portland City Code and the City Manager is authorized to issue such other temporary licenses for the Festival, including temporary food service licenses, as may be required by the Portland City Code, provided that all applicable requirements of the Code have been met.



Michael J. Bobinsky
Director of Public Services

TO: Sheila Hill-Christian, Acting City Manager
FROM: Michael Bobinsky, Director of Public Services
DATE: January 30, 2015
RE: 2015 Greek Heritage Food Festival – City Council Agenda Item

I am requesting that the following order be placed on the next City Council agenda:

Order declaring June 25, 26 & 27, 2015, as the 2015 Greek Heritage Food Festival, to be held on Holy Trinity Greek Orthodox Church grounds and a portion of Pleasant Street.

I am requesting that the following order be placed on the next City Council agenda: order authorizing the **2015 Greek Heritage Food Festival, scheduled for June 25, 26 & 27, 2015.**

The Holy Trinity Greek Orthodox Church has held the Greek Heritage Food Festival for the past several years (this is the 33rd annual). The majority of events, entertainment and vending of food takes place on church grounds (alcohol service area is strictly on church grounds). However, one of the tents extends about 5 – 7 feet onto Pleasant Street. Therefore, the organizers are requesting permission to use the very right section of street beside church property. The tent will go up on **Wednesday, June 24** and will be taken down on **Monday, June 29**, so the church would like use of the street during these dates. Traffic still flows on Pleasant Street. The hours of the Greek Heritage Food Festival are **11:30 a.m. – 9:30 p.m., June 25 – 27, 2015.**

The Order should include the following items:

The **2015 Greek Heritage Food Festival be authorized for June 25, 26 & 27, 2015**, to be held on church grounds and on a portion of Pleasant Street, in front of the church.

Festival grounds include church property, the parking lane of Pleasant Street and the sidewalk area beside the church.

This area will be closed to street vendors pursuant to Section 19-17 of the Portland City Code and is reserved for the use of festival organizers, for the purpose of conducting the 2015 Greek Heritage Food Festival, subject to the direction and control of the City Manager.

The City Manager is authorized to issue a revocable permit under Sections 25-26 thru 25-30 of Portland City Code to the festival organizers subject to the following conditions:

- Under no circumstances may alcoholic beverages be sold or consumed on City of Portland right-of-ways during said event (alcohol service area for this event is on church property);

(continued)

Portland, Maine



Yes. Life's good here.

Michael J. Bobinsky
Director of Public Services

- The Holy Trinity Greek Orthodox Church shall indemnify the city and hold it harmless from and against all claims arising out of activities during said festival, and shall take out and maintain public liability insurance coverage in the amount of at least **\$400,000** per occurrence for personal or bodily injury, death or property damage for said purpose. This insurance certificate will also list the City of Portland as an additional insured in regards to the Greek Heritage Food Festival;
- The Holy Trinity Greek Orthodox Church shall be responsible for filling in the tent stake holes at the close of the festival and said work shall be completed to the satisfaction of the City;
- Conditions for use of grounds, specified in a permit issued from Public Services Event Office, shall be adhered to; and
- Festival organizer is responsible for paying associated city costs (such as Police assistance, Public Services assistance, and City Clerk's License Fees and Public Services Permit fees / "No Parking" sign fees).

The City Manager is also authorized to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided that all other applicable requirements of said Code have been met regarding the operation of said Festival/Event.

Document prepared by Ted Musgrave, PS Event Coordinator

HOLY TRINITY GREEK ORTHODOX CHURCH

**133 PLEASANT STREET
PORTLAND, MAINE 04101
207-774-0281**

City Manager
Portland City Hall
389 Congress St.
Portland, ME 04101

February 4, 2015

Dear Sir:

Holy Trinity Greek Orthodox Church is once again seeking permission to hold its 33rd annual Greek food festival on June 25, 26, and 27, 2015. As always, we plan to open for lunch at approximately 11:00am and go through dinner to 9:30pm.

The festival takes place under a large tent we rent and erect in the parking lot between the Church and our Parish House. We rent tables and chairs to seat about 350 people at one time. Several thousand guests typically visit the festival. Greek foods (lamb, chicken, moussaka, pastitso, grape leaves and spanikopita), hand made Greek pastries and beverages (soda, Greek coffee, water, wine and beer) have been traditionally served. A small assortment of religious icons, T shirts and various souvenir items are also offered for sale. A Greek band will play from about 6pm to 9:30pm. Greek dancing usually takes place in the evening.

This is the same format we have had for many years. Private security and Portland City police share security from 6pm to 8am the next morning each day. The festival has never had any incidents or trouble. Our guests are mostly adults and families with children. We hope you will approve a liquor license for the festival and all our other needed licenses and permits and that you will drop by to attend *"the best three day party in Portland"*. Thank you.

Yours truly,

S/Gregory A. Tselikis

Gregory A. Tselikis
President, Parish Council

cc: T. Musgrave, PS Event Office, 55 Portland St., Portland, ME 04101
M. Handlin

*Order 152-14/15
Tab 4 2-23-15*

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENNERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER DECLARING FENIX THEATER COMPANY'S
"SHAKESPEARE IN THE PARK"
AS A FESTIVAL**

ORDERED, that the Fenix Theater Company is authorized to use Deering Oaks Park in the evening (6:30 p.m. – 8:00 p.m.) on July 16, 17, 18, 23, 24, 30, 31 and August 1, 6, 7, 8, 2015 for "Shakespeare in the Park;" and

BE IT FURTHER ORDERED, that there will be no admission fee charged, but donations will be accepted; and

BE IT FURTHER ORDERED, that the City Manager is authorized to issue a revocable permit under Section 25-27 of the Portland City Code subject to the following conditions:

- (1) Fenix Theater Company shall defend, indemnify and hold the City harmless from and against all claims arising out of activities during said event, and shall take out and maintain public liability insurance coverage in the amount of at least \$400,000 per occurrence for personal or bodily injury, death, or property damage for said purposes. This insurance certificate will also list the City of Portland as an additional insured in regard to the performance and its activities; and
- (2) Under no circumstances may alcoholic beverages be sold or consumed on the streets or public property of said area during said festival; and
- (3) Public Service permit fees and electricity fee for use of the area are waived (Recreation & Facilities Management Department is a co-sponsor of the event); and
- (4) Conditions for use of grounds, specified in a permit issued from Public Services Event Office, shall be adhered to; and

BE IT FURTHER ORDERED, that the City Manager is also authorized to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided that all other applicable requirements of said code have been met regarding the operation of this festival.



Michael J. Bobinsky
Director of Public Services

TO: Sheila Hill-Christian, Acting City Manager
FROM: Michael Bobinsky, Director of Public Services
DATE: January 30, 2015
RE: Shakespeare in the Park 2015 – City Council Agenda Item

I am requesting that the following order be placed on the next City Council agenda:

Order declaring Fenix Theater Company's "Shakespeare in the Park," running July 16, 17, 18, 23, 24, 30, 31 and August 1, 6, 7, 8, 2015, at Deering Oaks Park, as a festival.

The Fenix Theater Company has requested use of Deering Oaks Park so that they may bring back Shakespeare to the park; last summer's production of "As You Like It" was very well received.

This summer's performance is "Much Ado About Nothing." These will be family-friendly performances. Schedule as follows: Thursdays, Fridays & Saturdays – except for Saturday July 25 (6:30 – 8pm): July 16, 17, 18, 23, 24, 30, 31 and August 1, 6, 7, 8, 2015. These performances are to be staged at the Ravine Water Play area and surrounding grass areas. There is no admission fee charged, but donations will be accepted. 200 People are expected at each performance.

A simple set will be used.

Rehearsals are scheduled for the month of June (other areas of the park will be utilized if the ravine and grass areas are being used).

Friends of Deering Oaks has endorsed the festival.

The City Manager is authorized to issue a revocable permit under Section 25-27 of the Municipal Code to the Fenix Theater Company for the use of the above-described area for said Festival subject to the following conditions:

- Fenix Theater Company shall indemnify the city and hold it harmless from and against all claims arising out of activities during said events, and shall take out and maintain public liability insurance coverage in the amount of at least \$400,000 per occurrence for personal or bodily injury, death or property damage for said purpose. This insurance certificate will also list the City of Portland as an additional insured in regards to the performance and its activities;

continued

Portland, Maine



Yes. Life's good here.

Michael J. Bobinsky
Director of Public Services

- Under no circumstances may alcoholic beverages be consumed or sold on the streets or park areas of said area during said festival;
- Public Services permit fees and electricity for use of the area are waived (Recreation & Facilities Management Dept. is a co-sponsor of the event); and
- Conditions for use of grounds, specified in a permit issued from Public Services Event Office, shall be adhered to.

The City Manager is also authorized to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided that all other applicable requirements of said Code have been met regarding the operation of said Festival/Event.

Document prepared by Ted Musgrave, PS Event Coordinator

MEMORANDUM
City Council Agenda Item

TO: Mayor and City Council

FROM: Michael Bobinsky, Director of Public Services

DATE: January 30, 2015

DISTRIBUTION: City Manager, Mayor, Sonia Bean, Danielle West-Chuhta,
Nancy English, Julie Sullivan

SUBJECT: Shakespeare in the Park 2015

SPONSOR: City Manager

(If sponsored by a Council committee, list the date the committee met and the results of vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ February 23, 2015 _____ Final Action _____

Can action be taken at a later date: ☒ Yes ☐ No (If no why not?)

PRESENTATION: None that is known of.

I. SUMMARY OF ISSUE (Agenda Description)

Please see attached memo and Public Park & Space Application.
Declare **Fenix Theater Company's "Shakespeare in the Park"** as a Festival.
Festival area is Deering Oaks Park (Ravine Wading Pool & surrounding Grass Area).

II. REASON FOR SUBMISSION (Summary of Issue/Background)

Festival Declaration
Allows for festival to be on site more than 2 consecutive days.
Waiver of permit fees and electricity fee (Rec. Dept. is a co-sponsor)

III. INTENDED RESULT

See above.

IV. COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Minimal impact to City Departments.

VI. STAFF ANALYSIS

VII. RECOMMENDATION

The Department of Public Services recommends approval of this order.

VIII. LIST ATTACHMENTS

- Detailed Memo from Staff**
- Application from Event Organizer**

Prepared by:

Ted Musgrave
Public Services Event Office

Date: January 29, 2015



CITY OF PORTLAND, DEPARTMENT OF PUBLIC SERVICES
PUBLIC PARK & SPACE APPLICATION (3 pages)
 55 Portland St. ~ Portland ~ ME ~ 04101
 207-874-8826 (Event Office) ~ Fax 207-874-8816
 tvn@portlandmaine.gov

For uses of city property, there are typically: 1. fees charged for use of the area
2. a security deposit required 3. insurance required
(There may be fees due and applications required from other City Departments)

TODAY'S DATE		10/27/2014		ORGANIZATION NAME		Fenix Theatre Company				
ORGANIZATION ADDRESS			28 Woodmoor Rd			CITY	So Portland	STATE	ME	04106
CONTACT NAME(S)		Rob Cameron		TITLE		Artistic Director				
HOME #	WORK			CELL	FAX					
EMAIL					EMAIL	rob@fenixtheatre.com				

PARK AREA OR PUBLIC SPACE REQUESTED		Wading pool area = RAVINE (or Bandstand area if grant is awarded for PA system.... As electricity will be needed) ?????									
EVENT DAY & DATE(S)		Thurs, Fri and Sat evenings :July 16 th - August 8th 2015 (except for SAT JULY 25 -- as that is FO Nations)		RAIN DAY & DATE(S)		No rain dates					
EVENT START TIME (i.e. set-up start time)		6:00pm		EVENT END TIME (i.e. when event cleanup is complete)		8:20pm		ACTUAL START & END TIME OF EVENT		6:30pm-8:00pm	

EVENT NAME		EXPECTED ATTENDANCE	
W. Shakespeare's "Much Ado About Nothing"		150-200 per performance.	
DESCRIPTION OF EVENT: Please be specific regarding area of public space/park and describe Event in detail			
Shakespearean comedy that will take place in and around the RAVINE wading pool area.			
IS THERE A REGISTRATION FEE?		NO, but donations accepted	

WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN?
General parking, no accommodations made.

PLEASE CHECK OFF AND ANSWER:

PLEASE SEE ATTACHED FEE SCHEDULE / DEPT. INFORMATION IF YOU ANSWER YES

		X-YES	X-NO	X-NOT SURE
*	Are you setting up a canopy(s) ? (canopy is 10x10 size) How many: Canopies in large areas (Monument Square, Deering Oaks, Payson Park, Lincoln Park, Preble Street Grass Area), do not need Public Service's review. For smaller parks and squares (such as Congress Square, Tommy's Park, Post Office Park) review and permission is needed from Public Services, Event Office.	?	X	X APPLYING FOR A GRANT TO GET MICROPHONES, MAY NEED A CANOPY TO COVER SOUND BOARD.
	Do you wish to set up a tent(s) ? (a canopy or tent larger than 10x10 needs to be		X	
	Will you be setting up tables and/or chairs ? How many tables: chairs:		X	
*	Are other items or equipment being placed on City property ? (i.e. Moon Bounce, Dunk Tank, Radio Station Van, Helium Tank, etc.) Please List:		X	
*	Will there be refreshments at the event?		X	
*	Do you wish to sell non-food items (like T-shirts, crafts, cd's, etc.) ?		X	

*	Are you setting up a PA (sound) system ? Are you planning on having Amplified Music ? Band ? DJ ? If so, your event requires a concert license from the City Clerk's Office. (Just voice – i.e. Press Conference, would not require the license because it is not music). For amplified music/speech, there are time restrictions for the Downtown Parks & Squares (music limited to 11:45am – 1:15pm, and 1 hour between 5pm - 8pm).	?		X Applying for a grant to get microphones.
*	Will your event require electricity ? Electricity is available at some of the parks &	?		X
*	Are you planning on bringing a Grill for a Barbecue ?		X	
*	Will the event require reserved parking spaces / parking meters ? How many? "No Parking" signs may be purchased at Public Services, 55 Portland Street.		X	
*	Will your event need safety vests, signs, barricades and/or cones ? Please list what you would like to borrow:		X	
*	Will your event require street closures ? (Please be specific under "Description of		X	
*	Will your event require Police assistance ? An event such as a road race, march in the		X	
*	Will your event require Fire/EMS assistance ? (For a large walk/race, it is recommended.)		X	
*	Will your event require porta-restroom rental(s) or need existing porta-restrooms cleaned? (Some of the parks already have porta-restrooms. Event participants may use these, but a \$25 fee is assessed for events where attendance is 150 or more.)		X	

INSURANCE CERTIFICATE INFORMATION

*	Will your event require liability Insurance? (For an event such as a walkathon, race, festival, press conference, concert, etc., the city requires insurance coverage - General Liability. The City of Portland needs to be named as additional insured and the policy endorsed in regards to the event activities on that date). If your event has been approved for serving food, Product Liability is also required, in addition to General Liability.	X		
♦	If you answered yes, please have "City of Portland, Maine" listed as an additional insured on the certificate, in this way: certificate must say either: A) "the policy actually is endorsed to name the City of Portland as an Additional Insured " and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Expansion Endorsement, by which the City of Portland is, in fact, automatically made an additional insured." A Certificate which merely has a box checked under 'Addl Insr,' or which merely states The City of Portland is named as an Additional Insured, will not be acceptable. The amount of coverage must be shown on the certificate, and the minimum coverage amount is \$400,000. Please have your insurance company email a copy to Public Services: email to tlvm@portlandmaine.gov .			

PUBLIC SERVICES POLICIES

ELECTRICITY

All cords in the public way must be covered by rugs, mats or orange cones to avoid public hazard. If weather is inclement (drizzle, rain, snow, etc.) we require that you **not use** electricity, unless all connections and equipment are covered and protected from the elements.

PORTA-RESTROOMS / BATHROOM FACILITIES

Porta-Restrooms are required for large events and events where food is being served. Some of Portland's parks already have portable restrooms *Deering Oaks Park –Playground + Ravine). If over 150 people are expected to attend the event, a \$25 user fee is required (paid to Public Services). The restrooms are cleaned M, W, & F. If you would like to guarantee that they are cleaned just prior to your event, then you need to call the porta-restroom company (Associated Septic, 207-799-1980, M-F) to request and pay for a cleaning.

TRASH

All groups must abide by our Carry In/ Carry Out Policy. Please bring extra trash bags and/or trash receptacles and remove all trash. You will need to haul all of your trash out of the park/public space or forfeit the security deposit(s). The area will be checked following your event and if the park is clean and conditions for use adhered to, your security deposit will be returned to you. Thank you in advance!

PARKING ON GRASS AREAS / SIDEWALKS / ILLEGALLY PARKED VEHICLES

Public Services has a strict policy that prohibits vehicles from parking on grass areas/sidewalks/park streets (unless specifically approved by city staff). \$10 will be deducted from your security deposit for each vehicle parked on grass/sidewalk areas or vehicles parked illegally. **Any tire ruts/damage to the grass areas would mean a forfeit of your security deposits.**

TOBACCO FREE ZONES

By city ordinance, smoking is prohibited at and within 20 feet of the following outdoor recreation and event areas: downtown squares and plazas, trails, parks, playgrounds, beaches, and athletic facilities. Please make sure you pass this information along to participants / spectators at the event.

NOTIFICATION

Please keep a copy of this permit on site at all times. City staff may require proof of permit.

REVOCABLE PERMIT

- ♦ The City reserves the unconditional right to control or cancel events to protect and/or prohibit damage to public property.
- ♦ The City reserves the unconditional right to revoke or revise an issued permit.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE POLICIES	TYPE INITIALS	RC	DATE	10/28/14
--	---------------	----	------	----------

ASSUMPTION OF RISK & LIABILITY

Users of the area agree to accept the grounds in an "as is" condition and shall be responsible for all risk and liability in using the park/public space area for the said event. By returning this form, (should permission be granted to use city property), the above parties agree to indemnify and hold harmless the City of Portland, its employees and agents, from and against all claims arising out of activities during said event.

I have read the Assumption of Risk & Liability Agreement	TYPE INITIALS	RC	DATE	10/28/14
--	---------------	----	------	----------

CREDIT CARD INFORMATION

Visa or MasterCard Number					Exp Date (Mon/Yr)		
CREDIT CARD WILL ONLY BE CHARGED FOR SECURITY DEPOSIT(S) AS NEEDED							

PLEASE MAKE CHECKS PAYABLE TO "CITY OF PORTLAND"

◆ Please make out security deposit checks separate from permit fees.

TOTAL AMOUNT(S) DUE TO PUBLIC SERVICES (Please make all security deposit checks out separately)

Permit Fee for use of area: \$40 per hour (i.e. a 3 hour event totals \$120) includes use of elec. If your event is rained out / cancelled, the bulk of the fee is returned (however \$40 is non-refundable) Number of Hours of Use:	\$ N/A	Vest, Barricade, Cone Deposit: \$10 per/item	\$ need for borrowing keys
Electricity: \$5per/hr (fee only pertains to 1 st Amendment uses -- i.e. no charge if paying hourly fee)	\$	Public Space / Park Security Deposit: Sound Security Deposit \$100 - \$1000	\$
Key Deposit: \$50 per key	\$	Other (Porta-Restroom User Fee, etc.)	\$

FOR OFFICE USE ONLY

DATE REC'D APPLICATION	10-28-2014	DATE REC'D INSURANCE	NEED	PERMIT FEE AMT REC'D	\$ N/A	SECURITY DEPOSIT	\$?
PAYMENT TYPE							
VISA	\$	MC	\$	CK #		CK AMOUNT	\$
						CASH AMT	\$

*Order 153-14/15
Tab 5 2-23-15*

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER DECLARING
“SUNDAYS ON THE BOULEVARD”
FESTIVAL DAYS IN 2015**

ORDERED, that Baxter Boulevard between Vannah Avenue and the entrance to Payson Park be closed to traffic every Sunday beginning May 3, 2015 and ending on Sunday, October 25, 2015, in order to allow the public to use that portion of the street as a recreational space, which days are hereby declared to be “Sundays on the Boulevard” Festival Days; and

BE IT FURTHER ORDERED, that, as stated above, the following street shall be closed to traffic on each “Sundays on the Boulevard” Festival Day:

9:00 a.m. – 4:00 p.m.

Baxter Boulevard from Vannah Avenue to the entrance to Payson Park;

Signage and barricades will be used to ensure pedestrian safety; and

BE IT FURTHER ORDERED, that City staff may provide assistance without charge to an event organizer; and

BE IT FURTHER ORDERED, that the Festival shall be closed to licensed street vendors as provided in §19-17 of the City Code; and

BE IT FURTHER ORDERED, that the Acting City Manager is authorized to issue a revocable permit under Section 25-27 of the Portland City Code, including licenses for food service establishments or food trucks as may be required, provided that all other applicable Code requirements for the operation of the Festival has been met.



Michael J. Bobinsky
Director of Public Services

TO: Sheila Hill-Christian, Acting City Manager
FROM: Michael Bobinsky, Director of Public Services
DATE: January 30, 2015
RE: Sundays on the Boulevard 2015 – City Council Agenda Item

I am requesting that the following order be placed on the next City Council agenda:

Order declaring “Sundays on the Boulevard” as a weekly festival event, and that Baxter Boulevard, between Vannah Avenue and the entrance to Payson Park, be closed to traffic every Sunday, May 3 – October 25, 2015, 9am – 4pm, in order to allow the public to use that portion of the street as recreational space.

In 2014, Portland City Council approved the closing of Baxter Blvd. to vehicular traffic on Sundays, in order to facilitate “Sundays on the Boulevard.” The boulevard was closed from Vannah Ave. to Payson Park, Sundays (9am – 4pm) from May to November.

The “Sundays on the Boulevard” committee would like to continue this tradition of recreational opportunity to the public, and requests permission to close the boulevard from May 3 – October 25, 2015, time frame again 9am – 4pm. On some of those Sundays, there may be programmed events happening: music, circus demonstrations, yoga class, etc.

The closure will sometimes have city staff, as well as volunteers from advocacy groups and the Back Cove Neighborhood Association in attendance at the barricaded intersections.

For some of the 2014 closure dates, the Portland Bicycle and Pedestrian Advisory Committee conducted an analysis of the use and attendance numbers at those events. The Committee counted all users – cyclists, pedestrians, skateboarders, etc. – on the following four Sundays: April 27 (Benchmark count), May 18, July 6, and September 14, 2014. Benchmark count was 252 (on April 27, the Boulevard was then open to vehicular traffic). For the 3 counts following (when the Boulevard was closed to vehicles), usage was much greater: May 18: 773, July 6: 574, and September 14: 677. For detailed analysis, please see Backup Document (6 page report).

For “Sundays on the Boulevard,” streets listed below will be closed to vehicular traffic on Sundays (May 3 – October 25, 2015), 9am – 4pm:

Baxter Blvd. (From Vannah Ave. to Payson Park)

Payson Park entrance road (from tip of Grass Triangle down to Baxter Boulevard).

Portland, Maine



Yes. Life's good here.

Michael J. Bobinsky
Director of Public Services

The City Manager is authorized to issue a revocable permit under Section 25-27 of the Municipal Code to the Sundays on the Boulevard Committee for the use of the above-described area for said Festival subject to the following conditions:

- Under no circumstances may alcoholic beverages be consumed or sold on the streets or park areas of said area during said festival;
- Assistance from City Departments will be in-kind.

The City Manager is also authorized to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided that all other applicable requirements of said Code have been met regarding the operation of said Festival/Event.

Document prepared by Ted Musgrave, PS Event Coordinator

MEMORANDUM
City Council Agenda Item

TO: Mayor and City Council

FROM: Michael Bobinsky, Director of Public Services

DATE: January 30, 2015

DISTRIBUTION: City Manager, Mayor, Sonia Bean, Danielle West-Chuhta,
Nancy English, Julie Sullivan

SUBJECT: Sundays on the Boulevard 2015

SPONSOR:

(If sponsored by a Council committee, list the date the committee met and the results of vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ February 23, 2015 _____ Final Action _____

Can action be taken at a later date: ☒ Yes ☐ No (If no why not?)

PRESENTATION: None that is known of.

I. SUMMARY OF ISSUE (Agenda Description)

Last year, Portland City Council approved the closing of Baxter Blvd. to vehicular traffic on Sundays, in order to facilitate "Sundays on the Boulevard." The boulevard was closed from Vannah Ave. to Payson Park, Sundays (9am – 4pm) from May to November.

The "Sundays on the Boulevard" committee would like to continue this tradition of recreational opportunity to the public, and requests permission to close the boulevard from May 3 – October 25, 2015, time frame again 9am – 4pm. On some of those Sundays, there may be programmed events happening: music, circus demonstrations, yoga class, etc.

II. REASON FOR SUBMISSION (Summary of Issue/Background)

Festival Declaration
Approval to Close Street

III. INTENDED RESULT

Festival Declaration / Regulate Vendors and Organized Activities
Approval to Close Street

IV. COUNCIL GOAL ADDRESSED

Promotes health and exercise.

V. FINANCIAL IMPACT

There are staffing costs to facilitate the closures (dropping off and setting up of barricades and signage).

VI. STAFF ANALYSIS

Sundays on the Boulevard 2014 was deemed a success, with an increase in attendance at the Back Cove Trail and Baxter Boulevard during the closure dates.

VII. RECOMMENDATION

The Department of Public Services recommends approval.

VIII. LIST ATTACHMENTS

Portland Bicycle and Pedestrian Advisory Committee – 2014 Report (w/MAP)

Prepared by:

Ted Musgrave
Public Services Event Office

Date: January 29, 2015

Exploratory Analysis of 2014 *Sundays on the
Boulevard* Bicyclist and Pedestrian Counts

Portland, Maine

1/1/2015



INTRODUCTION

Open-streets events are becoming a popular way to encourage people to be active and to provide them with a fresh perspective on how they connect with their streets. Throughout the summer of 2014, Portland hosted *Sundays on the Boulevard* (SOTB), closing Baxter Boulevard between Vannah Avenue and Payson Park to motorized traffic on Sundays between 9 AM and 4 PM. People were free to walk, run, bicycle, skateboard, picnic, and so on without interacting with cars or trucks.

In order to monitor how this event affected the use of Baxter Boulevard, volunteers from the Bicycle and Pedestrian Advisory Committee counted all users – cyclists, pedestrians, skateboarders, etc. – on the following four Sundays: April 27, May 18, July 6, and September 14. The purpose of this brief document is to analyze those counts and explore the effects of SOTB.



Figure 1. Sundays on the Boulevard and Tukey's Bridge Count Locations

METHOD

People were counted on Baxter Boulevard between 11 AM and 1 PM, at both Hersey Street and Payson Park. The Sunday, April 27 count was conducted before SOTB began, when Baxter Boulevard was open to car traffic, to provide a benchmark against which the other counts could be compared. Data from a nearby permanent bicycle and pedestrian counter was used to adjust the manual counts for seasonal variation. The locations of the volunteer count sites and the permanent counter are shown in Figure 1.

The total counts observed by the volunteers are presented in Figure 2. At both Hersey Street and Payson Park, the number of total users was significantly higher on all three of the Sunday count dates after April 27. For example, at the Payson Park site, the average of the three total counts taken after April 27 was 168% higher than the April 27 count.

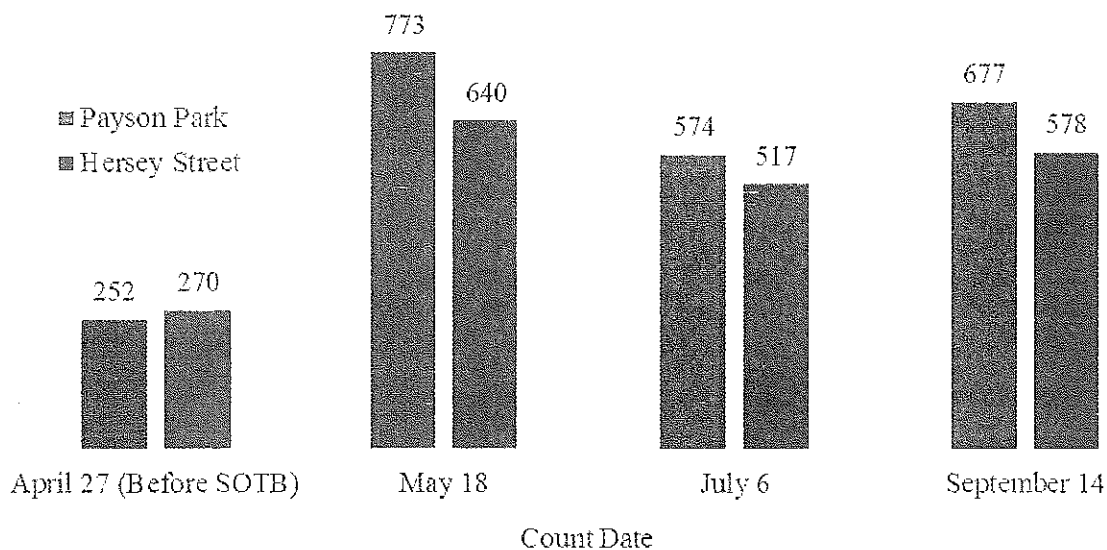


Figure 2. Total Bicyclists, Pedestrians and Other Modes (11:00 - 13:00)

The maximum temperature on April 27 was only 53°F, while maximum temperatures on May 18, July 6 and September 14 were 69 °F, 84 °F and 64 °F, respectively. Because bicycle and pedestrian volumes generally increase with temperature, a portion of the observed increase in counts on Baxter Boulevard is likely attributable to weather. A simple procedure, which utilizes count data from the permanent bicycle and pedestrian counter (Figure 1), was used to account for this effect. First, maximum daily temperature values were matched to corresponding daily

bicyclist and pedestrian totals for the period from May 15, 2014 – November 30, 2014. Then, each day was grouped into one of seven categories based on maximum daily temperature, and the average of the daily bicyclist and pedestrian totals were computed within each group. These values (divided by the overall average daily totals) are plotted in Figure 3. The average daily total for both bicyclists and pedestrians increases with temperature, peaking at the highest temperatures.

The values plotted in Figure 3 can be used to adjust the counts observed by volunteers on Baxter Boulevard. For example, if the maximum temperature on the day of a count was greater than 81.5°F, the bicyclist and pedestrian counts can be divided by roughly 1.4 and 1.2, respectively. This adjustment will bring the values of the observed counts closer to what might be expected on day with average temperatures, and make it easier to observe the effects of factors external to weather. Note that it is very difficult to account for all of the possible variation in bicycle counts; this analysis is only intended to give a rough idea of the effect of SOTB, independent of the effect of weather conditions.

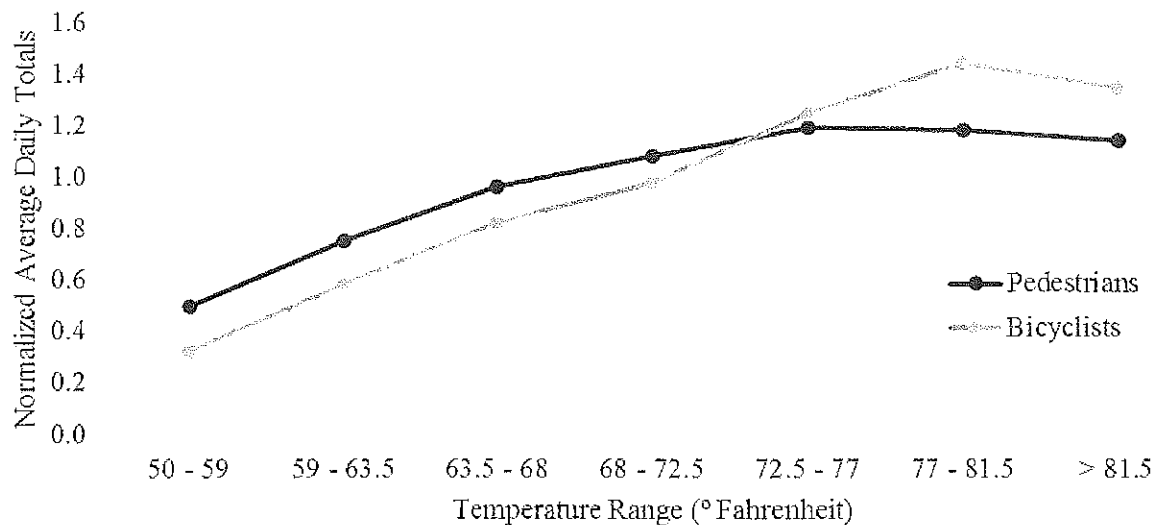


Figure 3. Effect of Temperature on Daily Pedestrian and Bicyclists Volumes

EXPLORATORY ANALYSIS

The adjusted counts are presented in Figure 4. The April 27 count increased considerably, reflecting the fact that the temperature was much lower that day. Conversely, the July 6 count decreased considerably due to the high temperature experienced that day. Because their corresponding maximum temperatures were near average, the May 18 and September 14 counts did not change as much.

After adjusting for weather, it appears that more people were using Baxter Boulevard on May 18 and September 14 than on April 27, and that the use increased particularly in the vicinity of Payson Park. On May 18 and September 14, the count of total users was roughly 37% and 10% higher at the Payson Park and Hersey Street count sites, respectively. Before SOTB, more people were observed at Hersey Street, whereas afterwards more were observed at Payson Park. The July 6 counts are lower than the April 27 count, which could have been caused by a number of people taking a summer vacation, particularly for the July 4 holiday.

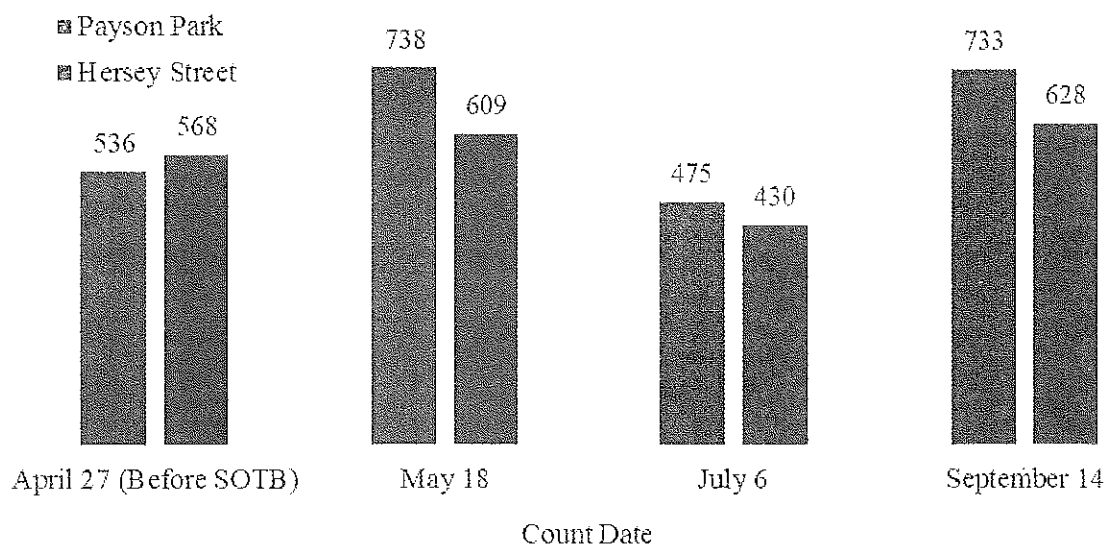


Figure 4. Total Bicyclists and Pedestrians (11:00 - 13:00) - Adjusted to Account for Temperature

The adjusted counts for each mode are presented in Figure 5. Only results from the Payson Park site are shown, but Hersey Street results are similar. The “Other” category includes all users not on foot or on a bicycle. It appears that the decrease in the overall number of users during the July

6 count is due mainly to a decrease in the number of pedestrians; the number of bicyclists was larger during all counts after April 27. Furthermore, the number of people in the “Other” category (skaterboarders, rollerbladers, scooter riders, etc.) increased dramatically.

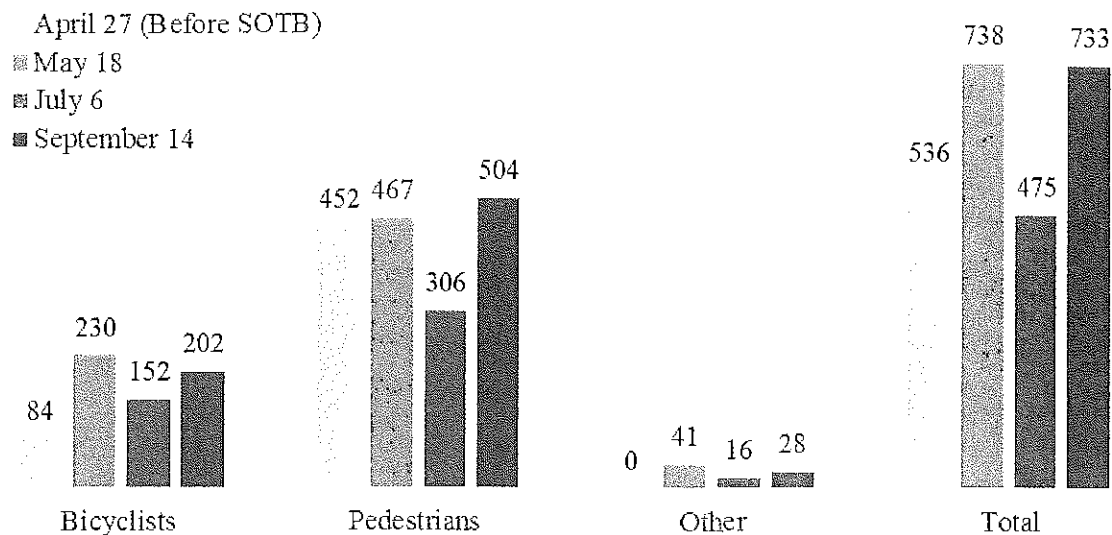


Figure 5. Counts by Mode – Payson Park Site

It appears that the percentage of total people using Baxter Boulevard who are children increased considerably during the SOTB counts after April 27 (Figure 6).

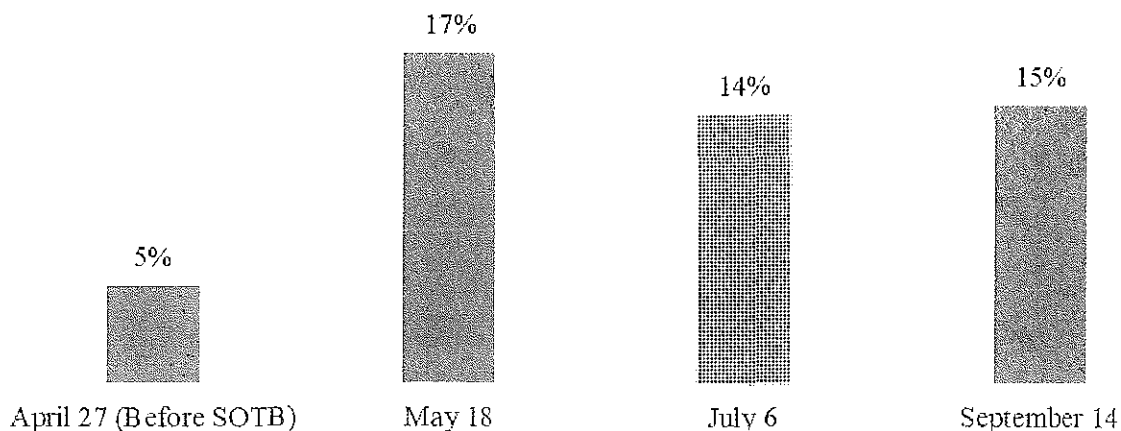


Figure 6. Percentage of Total Users that are Children – Payson Park Site

*Order 154-14/15
Tab 6 2-23-15*

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER DECLARING COLOR VIBE 5K RACE AS A FESTIVAL

ORDERED, that Sunday, May 24, 2015 is hereby declared to be the first annual "**Color Vibe 5k Race Festival**;" and

BE IT FURTHER ORDERED, that the **Color Vibe 5k Race Festival** shall be held on May 24, 2015 from 8:00 a.m to 2:00 p.m., with the Race to start at 9:00 a.m. at Payson Park and with a Rally at the end of the Race; and

BE IT FURTHER ORDERED, that the following streets shall be closed to traffic:

On May 24, 2015, from 8:00 a.m. to 2:00 p.m.

Baxter Boulevard from Vannah Avenue to Bates Street/295 Ramp/
Washington Avenue; and

There will be no vehicle access from Payson Park to Baxter Boulevard;
and

BE IT FURTHER ORDERED, that Payson Park and Baxter Boulevard, the Festival Area, shall be closed to licensed street vendors as provided in §19-17 of the City Code; and

BE IT FURTHER ORDERED, that the Acting City Manager is authorized to issue a revocable permit to the Color Vibe 5K Race organizer under §25-27 of the City Code to conduct said Festival, subject to the direction and control of the City Manager and to the following specific conditions:

1. The Color Vibe 5K Race organizer shall defend, indemnify and hold harmless the City of Portland, its officers and employees, from and against all claims arising out of or resulting from the Festival and/or use of City streets and property for said Festival, and shall procure and maintain public liability insurance in the minimum amount of \$400,000 per occurrence for personal or bodily injury, death or property damage and covering the obligation of indemnification hereunder. The Color Vibe 5K Race organizer shall provide the City with a certificate showing evidence of such insurance and showing the City as an additional insured on said insurance;

2. No alcoholic beverages may be sold on the streets or public property during the Festival within the area of the Festival;
3. Conditions for use of grounds and requirements for food service, vending sales, and other items specified in a permit issued from the Recreation & Facilities Management Department, shall be adhered to;
4. Requirements for hiring security and staff, and other items specified in an operating agreement issued from the Recreation and Facilities Management Department, shall be adhered to;
5. The City Clerk's Office shall charge the usual fees for licensing food vendors, street goods vendors, and other needed licenses for the Festival;
6. The Color Vibe 5K Race co-organizer, which is the City's Recreation Division, shall have sole authority over participating vendors at the festival and may charge a fee to vendors for the opportunity to vend at the Color Vibe 5k Race Festival;
7. Where city staff are needed, the Color Vibe 5K Race organizer will reimburse City Departments for the costs; and

BE IT FURTHER ORDERED, that the City Manager is authorized waive fees and to issue such other temporary licenses, including licenses for food service establishments, as may be required by the City Code, provided that all other applicable Code requirements for the operation of the Festival have been met.



Michael J. Bobinsky
Director of Public Services

TO: Sheila Hill-Christian, Acting City Manager
FROM: Michael Bobinsky, Director of Public Services
DATE: January 30, 2015
RE: Color Vibe 5K Race

I am requesting that the following order be placed on the next City Council agenda: order authorizing the Color Vibe 5K Race, scheduled for Sunday, May 24, 2015.

Races where participants are covered with colored starch are becoming more and more popular in the U.S. and attract many runners (and spectators) to the events. There are now a few such races in Maine. This will be the first held in Portland.

A portion of the proceeds from the race will benefit the city's Center for Therapeutic Recreation, which is now part of the Recreation Division. The race route takes runners along Baxter Blvd. and Back Cove Pathway, around Back Cove. Expected number of registered runners is hoped to reach 2,000.

Baxter Blvd. will be closed to vehicle traffic that day (from Vannah Ave. to Payson Park), 9am – 4pm, as part of the city's "Sundays on the Blvd." events. The Color Vibe 5K Race is piggybacking on this event (organizers will close down the Boulevard to traffic a little earlier at 8am, and will extend the closure at Payson Park, west to Bates Street/295 Ramp as race start time draws closer).

The Order should include the following items: The Color Vibe 5K Race be authorized for Sunday, May 24, 2015, from 8am - 2pm (race start at 9am), to be held in Portland, specifically, Payson Park and Baxter Blvd. – from Vannah Avenue to Bates Street / 295 Ramp. The race route takes runners around Back Cove. Runners will congregate at Payson Park for the start and finish of race. Following the race is a short rally featuring music and dancing. Color Vibe would need to hire a Police Officer for the Bates Street/295 Ramp street closure location, and hire an EC from the Facilities Management Dept. to oversee events at the park and adjacent parking areas.

Payson Park and Baxter Blvd. itself (and the Back Cove Trail), will also be closed to street vendors pursuant to Section 19-17 of the Portland City Code and is reserved for the use of the Color Vibe organizers, for the purpose of conducting the Color Vibe 5K Race and festivities, subject to the direction and control of the City Manager.

The City Manager is authorized to issue a revocable permit under Sections 25-26 thru 25-30 of Portland City Code to Color Vibe subject to the following conditions:



Michael J. Bobinsky
Director of Public Services

- Under no circumstances may alcoholic beverages be sold or consumed on City of Portland right-of-ways during said event.
- Color Vibe shall indemnify the City and hold it harmless from and against all claims arising out of activities during said event, and shall take out and maintain public liability insurance coverage in the amount of at least \$400,000 per occurrence for personal or bodily injury, death, or property for said purposes.
- Conditions for use of grounds, specified in a permit issued from Public Services Event Office, shall be adhered to.
- Color Vibe 5K Race co-organizers (city's Recreation Division) shall have sole authority over participating vendors at the event and may charge a fee to vendors for the opportunity to vend at the race festivities.
- City permit fees and license fees, and costs for city staff assistance, will be paid by Color Vibe.
- Route of the course is subject to change, depending on construction projects along the course and Police recommendations leading up to the race day.

During the Color Vibe 5K Race, streets listed below will be closed to vehicular traffic, Sunday, May 24, 2015:

Baxter Blvd. (From Vannah Ave. to Bates Street/295 Ramp/Washington Avenue) – 8am to 2pm,

Payson Park roads: there will be no vehicle access to Baxter Blvd. from Payson Park.

The City Manager is also authorized to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided that all other applicable requirements of said Code have been met regarding the operation of said Festival/Event.

Document prepared by Ted Musgrave, Event Coordinator



CITY OF PORTLAND, DEPARTMENT OF PUBLIC SERVICES
PUBLIC PARK & SPACE APPLICATION (4 pages)
55 Portland St. ~ Portland ~ ME ~ 04101
207-874-8826 (Event Office) ~ Fax 207-874-8816
tvm@portlandmaine.gov

For uses of city property, there are typically: 1. fees charged for use of the area
2. a security deposit required 3. insurance required
(There may be fees due and applications required from other City Departments)

TODAY'S DATE	1/16/2015 Revised: 1-22	ORGANIZATION NAME	Color Vibe					
ORGANIZATION ADDRESS	818 W. 700 N. Suite 102		CITY	Logan	STATE	UT	ZIP	84321
CONTACT NAME(S)	Emily Sue Frampton		TITLE: Event Coordinator Dave Caldwell, Karen McPhee (city staff – coorganizers)					
HOME #	WORK 435-554-0134 ext. 27		CELL			FAX		
EMAIL	emily@thecolorvibe.com		EMAIL					

PARK AREA OR PUBLIC SPACE REQUESTED	Payson Park and Back Cove Path (Baxter Blvd. closed in conjunction w/ Sundays on the Blvd.) Dyer's Flat used for parking (350 cars)				
EVENT DAY & DATE(S)	Sunday May 24, 2015 (set up: Saturday May 23, 2015)		RAIN DAY & DATE(S)	Event continues Rain or Shine	
EVENT START TIME (i.e. set-up start time)	8:00 am	EVENT END TIME (i.e. when event cleanup is complete)	1:30 pm	ACTUAL START & END TIME OF EVENT	9:00 am to 11:00 am Race start at: 9am (and every 5 minutes)

EVENT NAME	EXPECTED ATTENDANCE
Color Vibe 5K (non-profit benefactor: City's Center for Therapeutic Recreation)	2,000-3,000

DESCRIPTION OF EVENT: Please be specific regarding area of public space/park and describe Event in detail.

The Color Vibe is a 5K run where runners get infused with color (starch). 4 color stations around the course. Race is held along Back Cove Path (Baxter Blvd. closed in conjunction with Sundays on the Blvd.) The BLVD will already be closed down to vehicular traffic (Vannah Ave to 2nd Entrance of Payson Pk). Staging and the start and finish lines will be located at the Payson Park Triangle. Runners will start at the triangle and cross over Baxter Blvd, continuing to run in a clockwise manner along the Back Cove Path. Runners will re-cross Baxter Blvd and re-enter Payson Park to finish the run. Four color stations will be located throughout the route.

MORE THAN LIKELY, the Baxter Blvd CLOSURE may need to be extended to Bates St/295 Ramp (instead of at the 2nd entrance of Payson Park). If this were the case, then Police Officer / PCO would be need to be hired by organizers (8am – Noon)

Set up will take place the day before on Saturday as well as packet pickup.

Packet pick-up (on SAT) will take place at a local business such as a local Sports Authority (from Noon – 4pm).

Set up includes cones to mark the course (go out on SUN morning), flags, banners, barricades, port-o-potties, tables and chairs, trash receptacles, stage, sound, generator, merchandise tent, water tent, registration tent, (20 x 20 tents) etc.

The event will be run on Sunday in conjunction with the Sundays on the Boulevard. Sunday participants will start to arrive around 8 am and the event will start at 9 am and go till 11 am. Runners will take off at 9am, every 5 minutes 500 runners will start.

Clean up will then commence at the park and around the course. All cleaning will be completed anywhere from 12:30 to 1:30 pm at which time everything will be double checked and before organizers leave the park.

Participants will park in areas close to the park such as Dyer's Flat, Cheverus H. School, and the side streets of Ocean Avenue. ELEC might be needed (a generator may also be used for power).

Refreshments include water only. T-shirts and other gear will be sold.

Restrooms rented by organizer. Center for Therapeutic Recreation is benefactor of portion of proceeds.

IS THERE A REGISTRATION FEE?	Yes
------------------------------	-----

IF YES, HOW MUCH?	FEE	\$26-\$65
	STUDENT FEE	\$ n/a

WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN? *Dyer's Flat, Cheverus H. School the proper permissions), side streets of Ocean Avenue (Cutafalque Dr, Brookside Rd, Rosedale St, Murray St, Victor Rd, etc.) other suggestions as far as parking are appreciated.*

PLEASE CHECK OFF AND ANSWER:

PLEASE SEE ATTACHED FEE SCHEDULE / DEPT. INFORMATION IF YOU ANSWER YES

		X-YES	X-NO	X-NOT SURE
*	Are you setting up a canopy(s) ? Yes (canopy is 10x10 size) How many: 1	X		
*	Do you wish to set up a tent(s) ? Yes (a canopy or tent larger than 10x10 needs to be approved by Public Services and a Tent Permit issued from Inspections Division; please call Inspections – 874-8693 - for information on their application process / PLEASE give them at least a 2-week notice). Public Services will contact Inspections once the tent location is approved so that the Tent Permit Application may go forward. State size(s): 2 Tents 20 X 20s Exact Location(s) of Tent Placement Requested: 10 feet apart and adjacent to the start and finish lines at Back Cove Park. In order to drive tent stakes into the ground, DIG SAFE must be contacted: 888-344-7233.	X		
*	Will you be setting up tables and/or chairs ? Yes How many tables: 12 chairs: 6	X		
*	Are other items or equipment being placed on City property ? (i.e. Moon Bounce, Dunk Tank, Radio Station Van, Helium Tank, etc.) Please List: a generator	X		
*	Will there be refreshments at the event? Yes Do you wish to sell food ? No (If so, you will need approval from Public Services) List food and drink: Water A Temporary Food Service License (from the City Clerk's Office) is needed, even if food is given away (and even if it is pre-packaged). PLEASE give the Clerk's Office at least a 2-week notice (874-8557).	X		
*	Do you wish to sell non-food items (like T-shirts, crafts, cd's, etc.) ? Yes If so, you will need approval from Public Services, and you will need to apply for a Street Goods Vendor License(s) at the City Clerk's Office (874-8557). List items you wish to sell: Tshirts, bandanas, hoodies, socks, tutus, etc.	X		
*	Are you setting up a PA (sound) system ? Yes Are you planning on having Amplified Music ? yes Band ? DJ ? Yes If so, your event requires a concert license from the City Clerk's Office (874-8557). (Just voice – i.e. Press Conference, would not require the license because it is not music). For amplified music/speech, there are time restrictions for the Downtown Parks & Squares (music limited to 11:45am – 1:15pm, and 1 hour between 5pm - 8pm).	X		
*	Will your event require electricity ? Electricity is available at some of the parks & squares			X
*	Are you planning on bringing a Grill for a Barbecue ?		X	
*	Will the event require reserved parking spaces / parking meters ? How many? "No Parking" signs may be purchased at Public Services, 55 Portland Street (874-8822).			X
*	Will your event need safety vests, signs, barricades and/or cones ? Please list what you would like to borrow: barricades, cones, possibly signs A few orange vests and cones may usually be borrowed from Public Services, Event Office. Barricades and signs are borrowed from Public Services, Customer Service.	X		
*	Will your event require street closures ? (Please be specific under "Description of Event")	X		
*	Will your event require Police assistance? An event such as a road race, march in the street, or parade would typically require police assistance.			X - ?
*	Will your event require Fire/EMS assistance? (For a large walk/race, it is recommended.)	X		
*	Will your event require porta-restroom rental(s) or need existing porta-restrooms cleaned? (Some of the parks already have porta-restrooms. Event participants may use these, but a \$25 fee is assessed for events where attendance is 150 or more.)	X		
*	Do you wish to have a banner over the street to advertise your event ? (Banners hung over Congress St. or Baxter Blvd). Banner inquiries directed to Public Services: 874-8751.			X

INSURANCE CERTIFICATE INFORMATION

*	Will your event require liability Insurance? (For an event such as a walkathon, race, festival, press conference, concert, etc., the city	X		
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requires insurance coverage - General Liability. The City of Portland needs to be named as additional insured and the policy endorsed in regards to the event activities on that date). If your event has been approved for serving food, Product Liability is also required, in addition to General Liability.			
♦ If you answered yes, please have "City of Portland, Maine" listed as an additional insured on the certificate, in this way: certificate must say either: A) "the policy actually is endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Expansion Endorsement, by which the City of Portland is, in fact, automatically made an additional insured." A Certificate which merely has a box checked under 'Addl Insr,' or which merely states The City of Portland is named as an Additional Insured, will not be acceptable. The amount of coverage must be shown on the certificate, and the minimum coverage amount is \$400,000. Please have your insurance company email a copy to Public Services: email to tvrm@portlandmaine.gov.			

PUBLIC SERVICES POLICIES

ELECTRICITY

All cords in the public way must be covered by rugs, mats or orange cones to avoid public hazard. If weather is inclement (drizzle, rain, snow, etc.) we require that you **not use** electricity, unless all connections and equipment are covered and protected from the elements.

PORTA-RESTROOMS / BATHROOM FACILITIES

Porta-Restrooms are required for large events and events where food is being served. Some of Portland's parks already have portable restrooms (*Preble Street Grass Area at the Preble Street Parking Lot – across from Hannafords, *Entrance to Dyer's Flat – beside Payson Park). If over 150 people are expected to attend the event, a \$25 user fee is required (paid to Public Services). The restrooms are cleaned M, W, & F. If you would like to guarantee that they are cleaned just prior to your event, then you need to call the porta-restroom company (Associated Septic, 207-799-1980, M-F) to request and pay for a cleaning.

TRASH

All groups must abide by our Carry In/ Carry Out Policy. Please bring extra trash bags and/or trash receptacles and remove all trash. You will need to haul all of your trash out of the park/public space or forfeit the security deposit(s). The area will be checked following your event and if the park is clean and conditions for use adhered to, your security deposit will be returned to you. Thank you in advance!

PARKING ON GRASS AREAS / SIDEWALKS / ILLEGALLY PARKED VEHICLES

Public Services has a strict policy that prohibits vehicles from parking on grass areas/sidewalks/park streets (unless specifically approved by city staff). \$10 will be deducted from your security deposit for each vehicle parked on grass/sidewalk areas or vehicles parked illegally. **Any tire ruts/damage to the grass areas would mean a forfeit of your security deposits.**

TOBACCO FREE ZONES

By city ordinance, smoking is prohibited at and within 20 feet of the following outdoor recreation and event areas: downtown squares and plazas, trails, parks, playgrounds, beaches, and athletic facilities. Please make sure you pass this information along to participants / spectators at the event.

NOTIFICATION

Please keep a copy of this permit on site at all times. City staff may require proof of permit.

REVOCABLE PERMIT

- ♦ The City reserves the unconditional right to control or cancel events to protect and/or prohibit damage to public property.
- ♦ The City reserves the unconditional right to revoke or revise an issued permit.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE POLICIES	TYPE INITIALS	ESF	DATE	1/12/2015
--	---------------	-----	------	-----------

ASSUMPTION OF RISK & LIABILITY

Users of the area agree to accept the grounds in an "as is" condition and shall be responsible for all risk and liability in using the park/public space area for the said event. By returning this form, (should permission be granted to use city property), the above parties agree to indemnify and hold harmless the City of Portland, its employees and agents, from and against all claims arising out of activities during said event.

I have read the Assumption of Risk & Liability Agreement	TYPE INITIALS	ESF	DATE	1/12/2015
--	---------------	-----	------	-----------

CREDIT CARD INFORMATION

Visa or MasterCard Number					Exp Date (Mon/Yr)		
CREDIT CARD WILL ONLY BE CHARGED FOR SECURITY DEPOSIT(S) AS NEEDED							

PLEASE MAKE CHECKS PAYABLE TO "CITY OF PORTLAND"							
Please make out security deposit checks separate from permit fees.							

TOTAL AMOUNT(S) DUE TO PUBLIC SERVICES (Please make all security deposit checks out separately)			
Permit Fee for use of area: \$40 per hour (i.e. a 3 hour event totals \$120) includes use of elec. If your event is rained out / cancelled, the bulk of the fee is returned (however \$40 is non-refundable) Number of Hours of Use:	\$??	Vest, Barricade, Cone Deposit: \$10 per/item	\$?
Electricity: \$5per/hr (Note: a fee is not typically charged)	\$ n/a	Public Space / Park Security Deposit: Sound Security Deposit \$100 - \$1000	\$??
Key Deposit: \$50 per key	\$ n/a	Other (Porta-Restroom User Fee, etc.)	\$ n/a

FOR OFFICE USE ONLY							
DATE REC'D APPLICATION	1-13-2015	DATE REC'D INSURANCE	NEED	PERMIT FEE AMT REC'D	\$??	SECURITY DEPOSIT	\$??
PAYMENT TYPE							
VISA	\$	MC	\$	CK #	CK AMOUNT	\$	CASH AMT \$

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES (A/L)

Order 155-14/15
Grab 7 2-23-15

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**The Oasis II, LLC d/b/a Oasis. Application for a Class A Lounge License with
Entertainment with Dance and Outdoor Dining on Private Property at 42 Wharf St.**

CITY CLERK

The Oasis II, LLC
42 Wharf Street
Portland ME 04101
Caleb.e.mcvey@gmail.com
207-423-3054

2015 JAN 23 PM 3:47

January 23, 2015

By hand delivery

Honorable Mayor Brennan and
Esteemed Members of Portland City Council
City Hall
Portland ME 04101

Re: Letter of Intent to Receive Liquor License for Oasis Lounge

Honorable City Leaders:

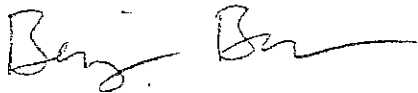
Please accept this liquor license application from Oasis II for a liquor license for the Oasis Lounge at 42 Wharf Street. On behalf of myself, Benjamin Bowen, and my partner Caleb McVey, with 15 years combined managing and tending bar at this location, we appreciate your attention to this matter and thank you in advance for your efforts on our behalf.

We look forward to continuing to enrich Portland's cultural roots and to providing the City, its residents, and its visitors with top quality local entertainment. Please feel free to contact me at the above phone number or email address if I can assist your review in any way.

Yours very truly,

Oasis II

Benjamin Bowen

A handwritten signature in black ink, appearing to read "Benjamin Bowen", with a stylized flourish at the end.

Portland, Maine



Yes, Life's good here.

Office of the City Clerk • 389 Congress St. • Portland, ME 04101 • (207) 874-8557

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	Oasis Phone: 207 423 3054
Location Address:	42 Wharf St. Portland ME Zip: 04101
If new, what was formerly at this location:	
Mailing Address:	126 Concord St. Apt #1 Portland, ME Zip: 04103
Contact Person:	Caleb McVey Phone: 603-630-3626
Contact Person Email:	Caleb.e.mcvey@gmail.com
Manager of Establishment:	Benjamin Bowen Phone: 207-423-3054
Owner of Premises (Landlord):	Dream Port 3, LLC 75 Woodland Park Drive, NJ 07670
Address of Premises Owner:	75 Woodland Park Dr. Tenafly, NJ Zip: 07670

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s)	Date of Birth	Residence Address

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name		Corporate Mailing Address	
The Oasis II, LLC		126 Concord St. Apt 1 Portland ME Zip: 04103	
Contact Person:	Caleb McVey Benjamin Bowen	Phone:	603-630-3626 207-423-3054
Principal Officers	Title	Date of Birth	Residence Address
Benjamin Bowen	owner / Manager	8/16/1979	3195 North Bell St Ave Augusta, ME 04316
Caleb McVey	owner / Manager	4/14/1982	126 Concord St. Apt 1 Portland, ME 04103

About Your Establishment

Class of Liquor License:	X Class A Lounge	
Type of food served:	Pizza	
Please circle all that will be served:	Beer Wine Liquor	
Projected percentage of sales:	Generated from Food: 1	Generated from Alcohol: 99
Hours & days of operation:	Thursday - Saturday 7pm - 1am	

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	Y/N
If No, please explain:	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	Y/N
If yes, give the distance: 25 Feet (Oasis previously licensed)	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	Y/N
Will you permit dancing on the premises?	Y/N
Will you permit dancing after 1:00 a.m.?	Y/N
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	Y/N
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	Y/N
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date? 2/27/15	
Does the issuance of this license directly or indirectly benefit any City employee(s)?	Y/N
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	Y/N
If Yes, please list business name(s) and location(s):	
Is any principal officer under the age of 21?	Y/N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law? Caleb McVey	Y/N
If Yes, please explain: OUT IN 2002 / criminal speeding in 2007	

I, Ben Bowen do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature Ben Bowen Title Manager Date 1/23/15

For more information about Liquor Licenses, see Portland City Code Chapter 15 at www.portlandmaine.gov and M.R.S.A. Title 28-A at www.maine.gov

Application attachment to other City license

\$465. With Dance.
\$260. Without Dance
\$520. After Hours (1AM-3AM).
Total due: _____

Office of the City Clerk
389 Congress Street
Portland, ME 04101
207-874-8557

Supplemental Application for Dancing and Entertainment

Please attach a diagram of floor plan showing where in the facility the entertainment will be setup, the direction of any speakers and where dance floor, if any, will be located.

Business Name (d/b/a): Oasis

Location Address: 42 Wharf St. Portland ME ZIP 04101 Phone 423-3054

Will music be electric or acoustical or both? Both

Will amplification used? Yes ☒ No ☐

If yes, where and at what level? outside patio below 88 DB

Will you permit dancing on the premises? Yes ☒ No ☐

Will you permit dancing or entertainment after 1:00AM? Yes ☐ No ☒

Will recorded music be played: Inside ☐ Outside ☐ Both ☒

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? 25 Feet across the street

Please describe in detail the type and nature of the business and proposed entertainment: _____

Bar/Lounge with DJ

If new applicant, what is your targeted opening date? : 2/27/15

Does the issuance of this license directly or indirectly benefit any City employee? Yes ☐ No ☒

If yes, list names of employee(s) and department(s). _____

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license and further agrees that any misstatement of material fact may result in refusal of license or revocation, if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto.

I/ We hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/ We hereby waive any rights to privacy with respect thereto.

Signature [Signature] Title Manager Date 1/23/15

Department of Public Safety
Division

Liquor Licensing & Inspection



Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded. To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

BUREAU USE ONLY

License No. Assigned:

Class:

Deposit Date:

Amt. Deposited:

PRESENT LICENSE EXPIRES 3-13-2015

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ SPIRITUOUS ☒ VINOUS

INDICATE TYPE OF LICENSE:

☐ RESTAURANT (Class I,II,III,IV)

☐ HOTEL-OPTINONAL FOOD (Class I-A)

☒ CLASS A LOUNGE (Class X)

☐ CLUB (Class V)

☐ TAVERN (Class IV)

☐ RESTAURANT/LOUNGE (Class XI)

☐ HOTEL (Class I,II,III,IV)

☐ CLUB-ON PREMISE CATERING (Class I)

☐ GOLF CLUB (Class I,II,III,IV)

☐ OTHER:

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) - (Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>The Oasis II, LLC</u> DOB: _____			2. Business Name (D/B/A) <u>OASIS</u>		
DOB: _____					
DOB: _____			Location (Street Address) <u>42 Wharf St.</u>		
Address <u>126 Concord St. Apt 1</u>			City/Town <u>Portland</u>	State <u>ME</u>	Zip Code <u>04101</u>
			Mailing Address <u>126 Concord St. Apt 1</u>		
City/Town <u>Portland</u>	State <u>ME</u>	Zip Code <u>04103</u>	City/Town <u>Portland</u>	State <u>ME</u>	Zip Code <u>04103</u>
Telephone Number <u>603-630-3626</u>		Fax Number _____	Business Telephone Number <u>207 423 3054</u>		Fax Number _____
Federal I.D. # <u>47-2867148</u>			Seller Certificate # _____		

3. If premises are a hotel, indicate number of rooms available for transient guests: N/A

4. State amount of gross income from period of last license: ROOMS \$ N/A FOOD \$ _____ LIQUOR \$ _____

5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

complete Supplementary Questionnaire ,If YES

6. Do you permit dancing or entertainment on the licensed premises? YES ☒ NO ☐

7. If manager is to be employed, give name: Benjamin Bowen, Caleb McVey

8. If business is NEW or under new ownership, indicate starting date: 2/27/15

Requested inspection date: ASAP Business hours: Thur - Saturday 7pm - 1am

9. Business records are located at: 42 Wharf St. Portland, ME - 04103

10. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐

11. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Benjamin James Bowen	8/16/1979	Waterville, ME
Caleb Edmund McVey	4/14/1982	Bronswick ME

Residence address on all of the above for previous 5 years (Limit answer to city & state)

Portland ME
Augusta ME

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☒ NO ☐

Name: Caleb McVey Date of Conviction: 2002 / 2007

Offense: OUI in 2002 / Criminal Speeding 2007 Location: Carroll County NH / Cumberland County ME

Disposition: Guilty Guilty

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?

Yes ☐ No ☒ If Yes, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES ☐ NO ☒

16. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: _____

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) See Attached

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES ☒ NO ☐ Applied for: _____

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 3 miles Which of the above is nearest? Church

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☒ NO ☐

If YES, give details: Owner financing

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Portland, Maine on 1/23, 2015
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)



State of Maine
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement

Supplemental Information Required for
Business Entities Who Are Licensees

For Office Use Only:

License #: _____

Date Filed: _____

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. Please clearly complete this form in its entirety.

1. Exact legal name:

The Oasis^{II}, LLC

2. Other business name for your entity (DBA), if any:

Oasis

3. Date of filing with the Secretary of State: 1/22/15

4. State in which you are formed: Maine

5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____

6. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

Name	Address for Previous 5 years	Date of Birth	Ownership %
Benjamin Bowen	3195 North Belfast Ave Augusta, ME 04330	8/16/1979	50
Caleb McVey	126 Concord St. Apt #2 Portland ME 55 Pitt St. Portland, ME 04103	4/14/1982	50

7. Is any principal person involved with the entity a law enforcement official?

Yes ☐ No ☒

8. If Yes to Question 7, please provide the name and law enforcement agency:

Name: _____ Agency: _____

9. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes ☒ No ☐

10. If Yes to Question 9, please complete the following: (attached additional sheets as needed)

Name: Caleb McVey

Date of Conviction: 2002 / 2007

Offense: OVI / criminal speeding

Location of Conviction: Cannal county NH / portland ME

Disposition: Guilty plea

Signature:

Caleb McVey

Signature of Duly Authorized Person

1-21-2015

Date

Caleb McVey

Print Name of Duly Authorized Person

If you have questions regarding the legal name or assumed (DBA) name on file with the Secretary of State's office, please call (207) 624-7752. The SOS can only speak to the information on file with their office, not the filing of this supplemental information – please direct any questions about this form to our office at the number below.

Submit Completed Forms To:

Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
164 State House Station
Augusta, Me 04333-0101
Telephone Inquiries: (207) 624-7220
Fax: (207) 287-3424
Email Inquiries: MaineLiquor@Maine.gov



Outdoor Dining Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

☒ New Application for Outside Dining ☐ Renewal Application for Outside Dining			
City Clerk signature for liquor license approval: _____			
Pending Council Date: _____			
Location Name & Address: 42 Wharf St. Portland, ME		Chart 032	Block 015
		Lot 001	
Owner & Phone #: Benjamin Bowen 207-423-3054		Total Square Footage of Proposed Seating Area: ¹ 1100	
Applicant <u>*must*</u> be owner or lessee Name: Benjamin Bowen Address: 126 Concord St. Apt 1 City, State & Zip: Portland, ME 04103 E-Mail: MUCHRUCKUS@aol.com		Annual Fee: \$80 Total Sq. Ft.: 1100 Sq. Ft. Fee: (sq ft x \$2) \$ 2200 (Due when issued) Total Fees: \$ (Permit not issued until <u>all</u> fees are paid)	
Current use: <u>Patio lounge</u>			
Business name: <u>Oasis</u>			
Seating area dimensions: <u>1100</u>			
How many chairs? <u>10</u> How many tables? <u>4 picnic tables</u>			
☒ Yes Alcohol is served. ☐ No Alcohol being served.			
Who should we contact for the pre-inspection: <u>Benjamin Bowen</u>			
Mailing address: <u>126 Concord St. Apt 1 Portland, ME</u> Phone: <u>207 423 3054</u>			

Please submit all of the information outlined in the Outdoor Dining Application Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of Applicant: <u>[Signature]</u>	Date: <u>1/23/15</u>
--	----------------------

¹ In no instance shall the total square footage of dining area equal more than 10% of park space, unless the applicant receives a waiver from the Director of Parks and Recreation or his or her designee.

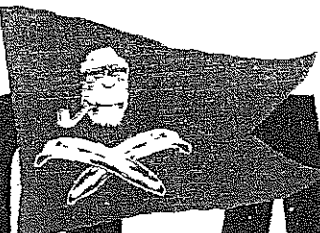
This is not a permit; you may not commence ANY work until the permit is issued.

PIZZA

SLICES:

Cheese \$3

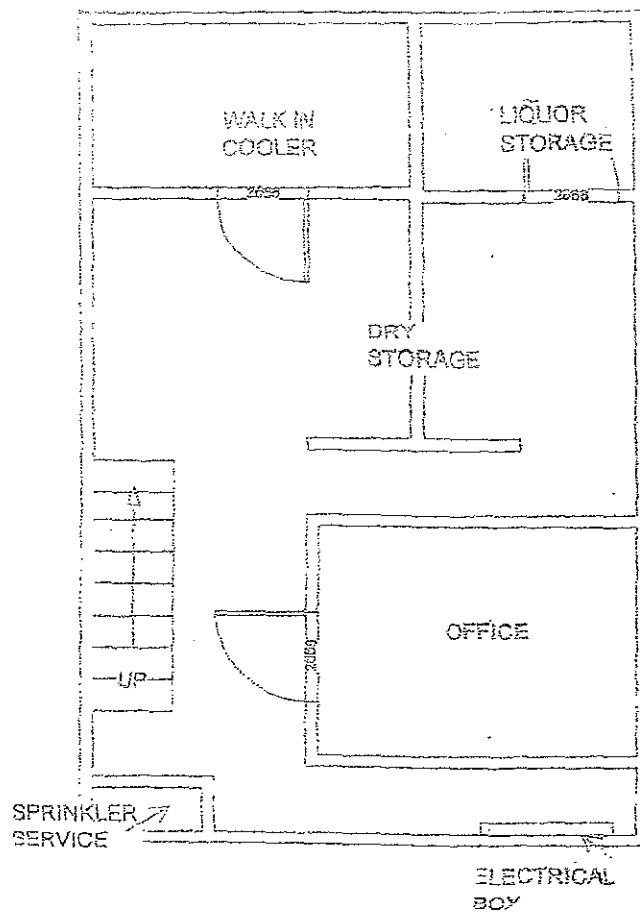
Pepperoni \$4



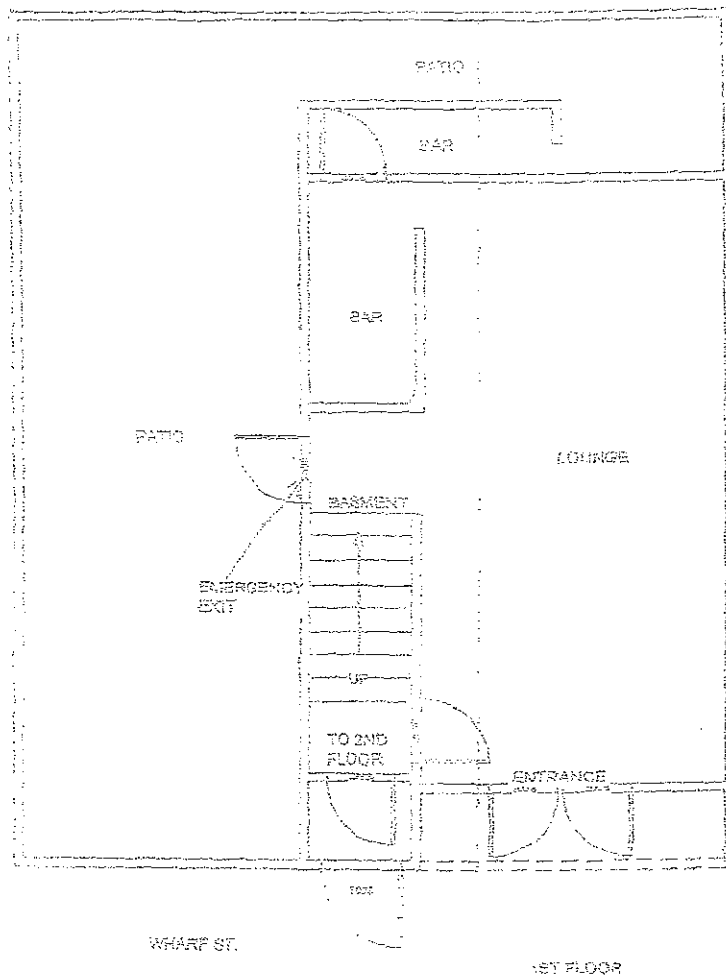
OASIS

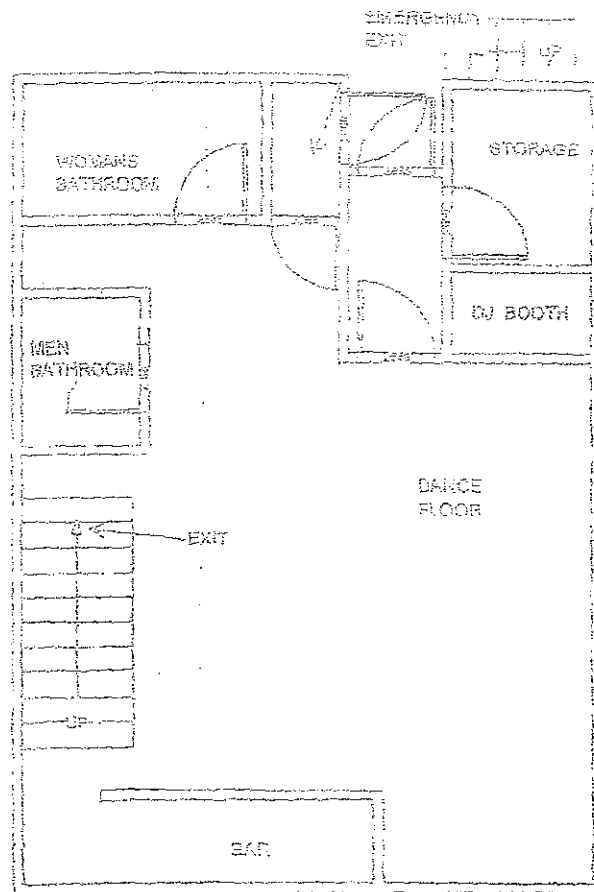
42 WHARF STREET PORTLAND MAINE U.S.A.

16°N 64°W + 43°N 70°W



BASEMENT





2ND FLOOR

Business Licensing - OASIS Business License Approval

From: Gary Hutcheson
To: Business Licensing
Date: 2/3/2015 4:30 PM
Subject: OASIS Business License Approval

OASIS is Approved for their Business License Inspection by the Police Dept.

Date: 2/3/2014

Zone:

Comments: Change of ownership and all licenses.

Lt. Gary L Hutcheson
Portland Police Department
109 Middle St
Portland, Maine 04101
(207) 756-8295



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE) (207) 624-4478 (TDD)

JANICE GARDNER
389 CONGRESS STREET
ROOM 203
PORTLAND, ME 04101

Transaction Response #: MIQ99C393223

Criminal History Record

Introduction

This criminal history record was produced in response to the following request
(Produced on 2015-01-26) :

Inquiries Name(s) BENJAMIN BOWEN (1979-08-16)

NO MATCH WAS FOUND FOR YOUR REQUEST.



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE) (207) 624-4478 (TDD)

JANICE GARDNER
389 CONGRESS STREET
ROOM 203
PORTLAND, ME 04101

Transaction Response #: MIQ99C393240

Criminal History Record

Introduction

This criminal history record was produced in response to the following request
(Produced on 2015-01-26) :

Inquiries Name(s) CALEB MCVEY (1982-04-14)

NO MATCH WAS FOUND FOR YOUR REQUEST.



Office of the City Clerk

Katherine L. Jones, CCM, City Clerk

February 3, 2015

The Oasis II, LLC

Attn: Caleb McVey & Benjamin Bowen

126 Concord St., Apt. 1

Portland, ME 04103

Re: The Oasis II, LLC d/b/a Oasis. Application for a Class A Lounge License with Entertainment with Dance and Outdoor Dining on Private Property at 42 Wharf St.

Dear Mr. McVey and Mr. Bowen,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday, February 23rd at 7 p.m.** for the review of your application for a Class A Lounge License with Entertainment with Dance and Outdoor Dining on Private Property at 42 Wharf St. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the City Council has questions regarding the license application. If there is no representation and questions arise, the issue could be postponed.

Should you have any questions or concerns, please do not hesitate to contact our office directly at (207) 874-8557 or by email, BL@portlandmaine.gov

Sincerely,

Janice Gardner

Business License Administrator

207-874-8557

bl@portlandmaine.gov

Order 156-14/15
Tab 8 2-23-15

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

The FourFortyThree Club LLC d/b/a Evo. Application for a Class I FSE at 443 Fore St.

PRENTICE

O R G A N I Z A T I O N

254 Commercial Street, Suite 119A
Portland, Maine 04101
Phone: +1 207 358 1994
E-Mail: cwp@prenticeorg.com
Web: www.prenticeorg.com

January 13, 2015

Mayor Brennan and Members of the City Council
City of Portland, Maine
City Hall
389 Congress Street
Portland, ME 04101

2015 JAN 13 PM 12:02

CITY CLERK

Dear Mayor Brennan and Members of the City Council:

Please accept this letter of intent on behalf of The FourFortyThree Club LLC, d/b/a Evo. Evo will be a 50-seat full service restaurant serving Eastern Mediterranean Cuisine.

As an established business and property owner in the community with other food service establishments, we are excited at the opportunity to open a new food service concept in this location. We currently operate Chebeague Island Inn on Great Chebeague Island, we operated Diamond's Edge Restaurant & Marina on Great Diamond Island for the 2011 and 2012 seasons and I am a Managing Partner of the entity that has acquired the former Portland Company Complex located at 58 Fore Street. Lastly, my family also operates all of the Five Guys Burger and Fries locations in the State of Maine.

We have a very strong track record of providing the public with professionally run, high quality establishments that have a positive impact on our community and we look forward to the opportunity to expand the city's already stellar culinary reputation with a new, unique food and beverage outlet.

Thank you all for your consideration of this application for a food and liquor license.

Sincerely,



Casey Prentice
President



Office of the City Clerk • 389 Congress St. • Portland, ME 04101 • (207) 874-8557

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	EVO Phone: 207.358.1994
Location Address:	443 Fore Street Zip: 04101
If new, what was formerly at this location:	Vacant space
Mailing Address:	254 Commercial Street, suite 119A Zip: 04101
Contact Person:	Casey Prentice Phone: 207.358.1994
Contact Person Email:	cwp@prenticehospitality.com
Manager of Establishment:	Casey Prentice Phone: 207.358.1994
Owner of Premises (Landlord):	Cow Plaza Hotel LLC
Address of Premises Owner:	106 Commercial Street Zip: 04101

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s)	Date of Birth	Residence Address

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name		Corporate Mailing Address	
The Fox FortyThree Club LLC		254 Commercial Street Suite 119A Zip: 04101	
Contact Person:	Casey Prentice	Phone:	207.358.1994
Principal Officers	Title	Date of Birth	Residence Address
Casey Prentice	manager	01/11/86	110 Exchange Street, Portland 04101
Caetlin Prentice	member	06/03/83	119 Main St, unit 5, Portland 04101
Richard Prentice	member	12/25/54	130 Hillside St, Yarmouth, ME 04096

2015 JAN 13 PM 1:02
 CITY CLERK

About Your Establishment

Class of Liquor License:	Class I	
Type of food served:	Eastern Mediterranean	
Please circle all that will be served:	☒ Beer ☒ Wine ☒ Liquor	
Projected percentage of sales:	Generated from Food: 60	Generated from Alcohol: 40
Hours & days of operation:	7 days 4PM - 1AM	

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☒ Y ☒ N
If No, please explain:	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☒ Y ☒ N
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	☒ Y ☒ N
Will you permit dancing on the premises?	☒ Y ☒ N
Will you permit dancing after 1:00 a.m.?	☒ Y ☒ N
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☒ Y ☒ N
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	☒ Y ☒ N
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date?	March 15, 2015
Does the issuance of this license directly or indirectly benefit any City employee(s)?	☒ Y ☒ N
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	☒ Y ☒ N
If Yes, please list business name(s) and location(s):	
Diamond's Edge Restaurant - Diamond Cove LLC	
Is any principal officer under the age of 21?	☒ Y ☒ N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☒ Y ☒ N
If Yes, please explain:	

I, Cathy W. Piro do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature [Signature] Title Manager Date 1/13/15

For more information about Liquor Licenses, see Portland City Code Chapter 15 at www.portlandmaine.gov and M.R.S.A. Title 28-A at www.maine.gov

**BUREAU OF ALCOHOLIC BEVERAGES
DIVISION OF LIQUOR LICENSING & ENFORCEMENT
164 STATE HOUSE STATION
AUGUSTA, ME 04333-0164**



Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.

To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

DEPARTMENT USE ONLY

LICENSE NUMBER:

CLASS:

DEPOSIT DATE

AMT. DEPOSITED:

BY:

CK/MO/CASH:

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ SPIRITUOUS ☒ VINOUS

INDICATE TYPE OF LICENSE:

☒ RESTAURANT (Class I,II,III,IV)

☐ RESTAURANT/LOUNGE (Class XI)

☐ HOTEL-OPTIONAL FOOD (Class I-A)

☐ HOTEL (Class I,II,III,IV)

☐ CLASS A LOUNGE (Class X)

☐ CLUB-ON PREMISE CATERING (Class I)

☐ CLUB (Class V)

☐ GOLF CLUB (Class I,II,III,IV)

☐ TAVERN (Class IV)

☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.) The FourFortyThree Club LLC DOB:			2. Business Name (D/B/A) Evo		
DOB:			Location (Street Address) 443 Fore Street		
DOB:			City/Town Portland State ME 04101 Zip Code		
Address 254 Commercial Street Suite 119A			Mailing Address 254 Commercial Street, Suite 119A		
City/Town Portland		State ME	City/Town Portland State ME 04101 Zip Code		Zip Code
Telephone Number 207.358.1994		Fax Number		Business Telephone Number Fax Number	
Federal I.D. # 47-1522731			Seller Certificate #		

3. If premises is a hotel, indicate number of rooms available for transient guests: _____

4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____

5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

If YES, complete Supplementary Questionnaire

6. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒

7. If manager is to be employed, give name: _____

8. If business is NEW or under new ownership, indicate starting date: March 15 2015

Requested inspection date: March 10, 2015 Business hours: 4PM - 1AM

9. Business records are located at: 254 Commercial Street, Suite 119A, Portland, ME 04101

10. Is/are applicant(s) citizens of the United States? YES ☒ NO ☐

11. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Casey Prentice	01/11/86	Summit, NJ
<i>Carlin Prentice</i>	<i>06/03/83</i>	<i>New York, NY</i>
<i>Richard Prentice</i>	<i>12/25/54</i>	<i>Montclair, NJ</i>
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Portland, ME		

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
Yes ☐ No ☒ If Yes, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES ☒ NO ☐

6. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: _____
Cow Plaza Hotel LLC, 100 Commercial Street, Portland, ME 04101

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) 1,100SF corner retail space
located within the Hyatt Place Hotel on Fore Street.

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES ☐ NO ☒ Applied for: All required

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1/2 mile Which of the above is nearest? School

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☒ NO ☐

If YES, give details: TD Bank SBA Loan

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Portland, ME on January 12, 20 15
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Casey W. Prentice

Print Name

Print Name



State of Maine
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement

**Supplemental Information Required for
Business Entities Who Are Licensees**

For Office Use Only:

License #: _____

Date Filed: _____

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. Please clearly complete this form in its entirety.

1. Exact legal name:

The FourFortyThree Club LLC

2. Other business name for your entity (DBA), if any:

Evo

3. Date of filing with the Secretary of State: 08.06.14

4. State in which you are formed: Maine

5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____

6. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

Name	Address for Previous 5 years	Date of Birth	Ownership %
Casey Prentice	Portland, ME	01.11.86	37.5
Caitley Prentice	Portland, ME	06.03.83	37.5
Richard Prentice	Yarmouth, ME	12.25.54	25

7. Is any principal person involved with the entity a law enforcement official?

Yes ☐ No ☒

8. If Yes to Question 7, please provide the name and law enforcement agency:

Name: _____ Agency: _____

9. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes

☐

No

☒

10. If Yes to Question 9, please complete the following: (attached additional sheets as needed)

Name: _____

Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:



Signature of Duly Authorized Person

01.12.15

Date

Casey Prentice

Print Name of Duly Authorized Person

If you have questions regarding the legal name or assumed (DBA) name on file with the Secretary of State's office, please call (207) 624-7752. The SOS can only speak to the information on file with their office, not the filing of this supplemental information – please direct any questions about this form to our office at the number below.

Submit Completed Forms To: Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
164 State House Station
Augusta, Me 04333-0101
Telephone Inquiries: (207) 624-7220
Fax: (207) 287-3424
Email Inquiries: MaineLiquor@Maine.gov

Baba Gannouj
Fire Roasted Eggplant / Oven Roasted Tomatoes / Garlic / Lemon

Fattoush
Dandelion Garden Salad / Toasted Pita / Sumac Lemon Vinaigrette

Grapeleaves in EVO
Freekeh / Barberry / Mint

Hamachi Naya
Thinly Sliced Hamachi / Pomegranate Chirashi / Arak Chips

Hommus
Chickpea Puree / Tahini / Lemon

Kibbeh Naya
Lebanese Steak Tartare / Burghul / Onions / Mint / Aleppo

Labneh
Strained Yogurt / Lebanese Olives / Za'atar

Mouhamara
Ground Walnuts / Pequillo Peppers / Armenian Spices

Scallop Crudo
Jalapeno / Mint / Orange Blossom

Tabbouleh
Parsley Salad / Mint / Bulghur / Cucumber

Whipped Chankleech with Beets
Roasted Baby Beets / Pita Pillows / Jallab

Arak Mussels
Bangs Island Mussels / Garlic / Cilantro / Arak

Black Iron Octopus
EVO / White Wine / Garlic / Tomato

Chicken Livers
Allspice / Sumac / Pomegranate Molasses

Shrimp a la Plancha
Spanish Gambas / Harissa / Sherry / Almonds

Kabob Keraz
Duck Meatballs / Sour Cherries / Scallions

Kibbe bi Liban

Lamb Meatballs stuffed with Butter / Warm Yogurt / Mint / Aleppo

Lamb Chops

Haircot Vert / Date Molasses / Tahini

Manouche bi Za'atar

Mediterranean Flatbread / Za'atar / Labne / EVO

Molokhia Scallops

Sauteed Scallops / Molokhia Herb Broth / Preserved Lemon / Tiny Onions

Peekytoe Crab Falafal

Crispy Crab Dumplings / Avocado Garlic Whip / Kabis / Scallions

Pork Shoulder Shawarma

Shaved Pork Shoulder / Garlic Whip / Scallions / Markook Mountain Bread

Sardines a la Plancha

Thyme Salad / Za'atar Salsa Verde / Lebanese Olives

Crispy Sweetbreads

Date-Garlic Whip / Pistachio / Aleppo

Essmaleih

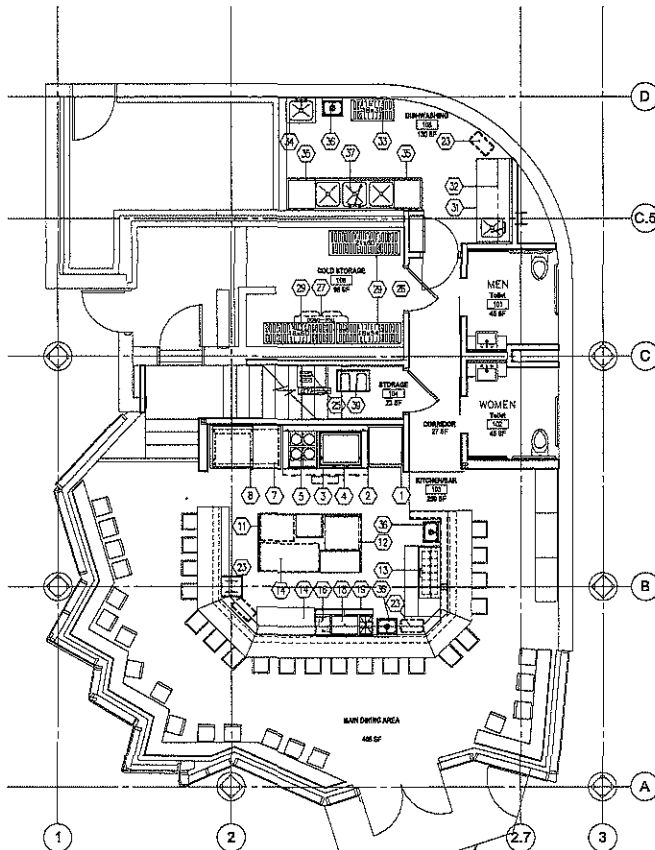
Crispy Kataifi / Clotted Cream / Rose Preserves / Pistachio

Knafa bil Jibneh

Mediterranean Cheese Tart / Kataifi Crust / Orange Blossom Syrup

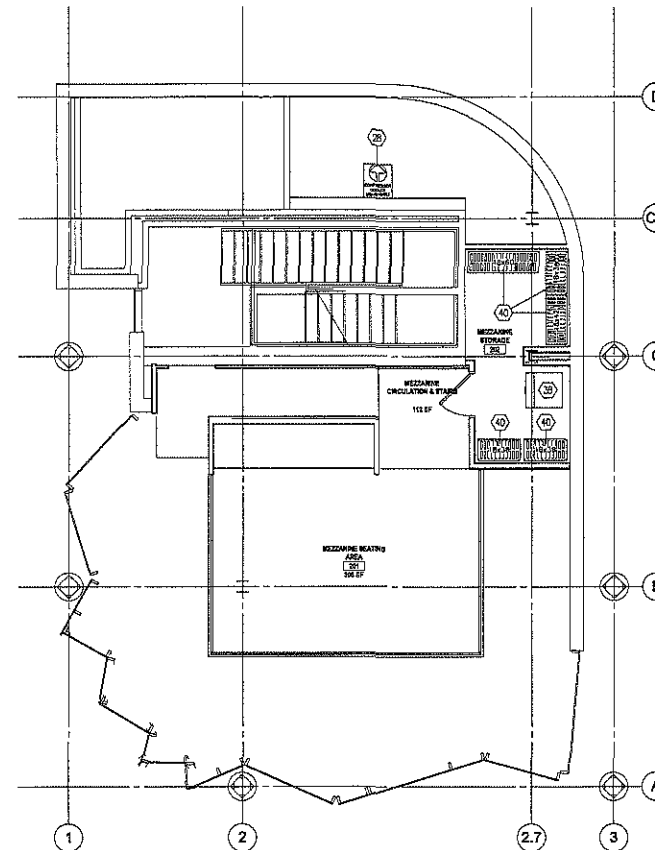
Homemade Lebanese Ice Cream

Baklava / Apricot / Milk



First Floor Foodservice Equipment Plan

SCALE - 1/4" = 1' - 0"



Mezzanine Foodservice Equipment Plan

SCALE - 1/4" = 1' - 0"

EQUIPMENT SCHEDULE		
MK.	QTY	DESCRIPTION
1	1	REFRIGERATOR, 1-SECTION
2	1	VENTLESS HOOD SYSTEM
3	1	REFRIGERATED EQUIPMENT STAND
4	1	INDUCTION PLANCHA
5	1	INDUCTION COOKTOP 4-BURNER
6	1	SPARE NUMBER
7	1	WORK TABLE
8	1	COMB-OVEN, BOILERLESS
9	1	SPARE NUMBER
10	1	FIRE SUPPRESSION SYSTEM
11	1	DRAWER WARMER
12	1	FREEZER, UNDERCOUNTER
13	1	REFRIGERATED SANDWICH UNIT
14	2	BACK BAR COOLER (1-FUTURE)

EQUIPMENT SCHEDULE		
MK.	QTY	DESCRIPTION
15	1	SPARE NUMBER
16	1	UNDERBAR DRAINBOARD
17	1	SPARE NUMBER
18	1	UNDERBAR ICE BIN
19	1	UNDERBAR SPEED RAIL
20	1	SPARE NUMBER
21	1	SPARE NUMBER
22	1	SPARE NUMBER
23	3	TRASH CONTAINER, SLIM JIM
24	1	SPARE NUMBER
25	1	BEER LINE CHILLER (BY VENDOR)
26	1	WALK-IN COOLER
27	1	EVAPORATOR COIL, COOLER
28	1	COMPRESSOR, COOLER

EQUIPMENT SCHEDULE		
MK.	QTY	DESCRIPTION
29	3	SHELVING UNIT
30	1	SPARE NUMBER
31	1	WORK TABLE WITH SINK
32	2	WALL SHELF
33	1	SHELVING UNIT
34	1	MOP SINK
35	2	DISHWASHER, UNDERCOUNTER
36	3	HAND SINK
37	1	SINK, 3-COMPARTMENT
38	1	ICE MACHINE WITH BIN
39	1	BAG-N-BOX RACK (BY OTHERS)
40	5	SHELVING UNIT

NOTES:

- ELECTRICAL CONTRACTOR TO RUN CONTROL WIRING BETWEEN EVAPORATORS AND REMOVE CONDENSING UNITS FOR WALK-IN COOLERS AND FREEZERS. CO-ORDINATE WITH KITCHEN EQUIPMENT CONTRACTOR (K.E.C.).
- ELECTRICAL CONTRACTOR TO INSTALL SEAL-OFF FITTINGS ON ALL CONDUIT PENETRATING WALK-IN COOLER AND FREEZER.
- ELECTRICAL CONTRACTOR TO PROVIDE 115 VOLT V.P.P. RECEPTACLE IN FREEZER FOR DRAIN LINE HEAT TAPE. HEAT TAPE FURNISHED AND INSTALLED BY PLUMBING/ELECTRICAL CONTRACTOR.
- PLUMBING CONTRACTOR TO INSTALL VACUUM BREAKER, SOLENOID VALVE, AND FLOW CONTROL VALVE (FURNISHED) IN COLD WATER LINE TO DISPOSER.
- KITCHEN EQUIPMENT CONTRACTOR TO PROVIDE GAS REGULATING VALVES FOR ALL GAS OPERATED KITCHEN EQUIPMENT.
- FLOOR DRAIN REQUIRES FLOW RATE OF 5 G.P.M.
- PLUMBING CONTRACTOR TO INSTALL ALL DRAINS AND FAUCETS SUPPLIED BY KITCHEN EQUIPMENT CONTRACTOR.
- PLUMBING CONTRACTOR TO FURNISH AND INSTALL ALL INDIRECT DRAIN INTERFACING TO FLOOR DRAINS.
- PLUMBING CONTRACTOR TO INSTALL GAS REGULATORS ON ALL GAS EQUIPMENT. REGULATORS BY K.E.C.
- PLUMBING CONTRACTOR TO LOCATE ALL GAS PIPES AND ASSESS K.E.C. AND FACTORY REPS IN START-UP AND DEMONSTRATION OF EQUIPMENT.
- ELECTRICAL CONTRACTOR TO INTERWIRE SOLENOID VALVE AND CONTROL PANEL TO DISPOSER.
- GENERAL CONTRACTOR TO PROVIDE ALL REQUIRED WALL BACKING AS DIRECTED BY K.E.C.
- GENERAL CONTRACTOR TO PROVIDE ALL REQUIRED SLEEVES THROUGH BUILDING FOR REMOTE REFRIGERATION LINES. REFRIGERATION LINES BY K.E.C.

Project Title
443 Fore Street Restaurant

443 Fore Street, Portland, ME 04101

CEN Project No. 140211

THIS DRAWING IS THE PROPERTY OF CENAL LIVING AND IS NOT TO BE COPIED OR REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF CENAL LIVING.

Rev.	Date	Change/Description

Project Name
Construction Document Phase

December 3, 2014

Project Title
Foodservice Equipment Floor Plan and Schedule

Scale: 1/4" = 1'-0"

Drawing Number

FS-01

Evo

443 Fore St.





MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE) (207) 624-4478 (TDD)

JANICE GARDNER
389 CONGRESS STREET
ROOM 203
PORTLAND, ME 04101

Transaction Response #: MIQ99C387190

Criminal History Record

Introduction

This criminal history record was produced in response to the following request
(Produced on 2015-01-20) :

Inquiries Name(s) CASEY PRENTICE (1986-01-11)

NO MATCH WAS FOUND FOR YOUR REQUEST.



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE) (207) 624-4478 (TDD)

JANICE GARDNER
389 CONGRESS STREET
ROOM 203
PORTLAND, ME 04101

Transaction Response #: MIQ99C387192

Criminal History Record

Introduction

This criminal history record was produced in response to the following request
(Produced on 2015-01-20) :

Inquiries Name(s) RICHARD PRENTICE (1954-12-25)

NO MATCH WAS FOUND FOR YOUR REQUEST.



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE) (207) 624-4478 (TDD)

JANICE GARDNER
389 CONGRESS STREET
ROOM 203
PORTLAND, ME 04101

Transaction Response #: MIQ99C390639

Criminal History Record

Introduction

This criminal history record was produced in response to the following request
(Produced on 2015-01-23) :

Inquiries Name(s) CAITLIN PRENTICE (1983-06-03)

The information in this criminal history record is provided subject to the following caveats:

Important! When a criminal history record and juvenile crime information record check is processed by the State Bureau of Identification using personal identifiers such as name and date of birth, it is possible that the record supplied belongs to another person with the same or essentially similar name and date of birth. Confirmation that convictions relate to person whose record has been requested requires fingerprint comparison. If the information contained in this response will be used to disqualify an applicant for employment, housing, credit, or other benefits or programs, the person making the eligibility determination using this record should provide the applicant with an opportunity to complete or contest the accuracy of the criminal history information in the response. An individual may request amendment or correction of criminal history record information by a criminal justice agency pursuant to 16 M.R.S. section 709.

**THIS RESPONSE IS BEING PRODUCED FOR YOUR REQUEST SENT: 2015-01-20

This record, effective September 1, 2000, contains information relating to persons arrested as fugitives from justice, 15 M.R.S section 201.4 or arrested or charged with Maine crimes.

It does not include former crimes no longer classified as criminal, or Class D and E crimes in Title 12 or Title 29-A, former Title 29, unless the crime is alcohol-related or drug-related 25 M.R.S. section 1541.4-A.A. For information regarding excluded Marine Resources crimes in Title 12, contact the Department of Marine Resources. For information regarding excluded Inland Fisheries and Wildlife crimes in Title 12, contact the Department of Inland Fisheries and Wildlife. For information relating to excluded crimes in Title 29-A former Title 29, contact the Secretary of State, Motor Vehicle Division. A list of former crimes is available from this Bureau.

THE FOLLOWING ATN(S) ARE UNSUPPORTED BY FINGERPRINTS IN STATE BUREAU OF IDENTIFICATION FILES: (116071B).

Identification

Subject Name/or potential Alias Name(s)

PRENTICE, CAITLIN

Subject Description (date information provided listed in parentheses)

State ID Number

ME0281009

DOC Number

Unknown/NA

Sex

Unknown/NA

Race

Unknown/NA

Skin Tone

Unknown/NA

Height

Unknown/NA

Weight

Unknown/NA

Date of Birth

1983-06-03

Hair Color

Unknown/NA

Eye Color

Unknown/NA

Scars, Marks, and Tattoos

Unknown/NA

Place of Birth

Unknown/NA

Citizenship

Unknown/NA

Residence

Residence as of
Address

2015-01-21

77 ROYALL POINT ROAD
YARMOUTH, ME US

Caution Information

Firearms Disqualified

C - Cleared

Criminal History**Cycle 001**

ATN/Tracking Number 116071B
Earliest Event Date 2002-06-20

Arrest/Charge (Cycle 001)
Arrest/Charge Date 2002-06-20
Arresting/Charging Agency YARMOUTH PD; ME0031400
Subject Name(s) PRENTICE, CAITLIN
Arrest Type Adult

Charge 1

Charge Number 116071B 001
 Charge Tracking Number 116071B
 Charge Case Number ME02-3604
 Agency YARMOUTH PD; ME0031400
 Offense Date 2002-06-20
 Charge Description OPERATING UNDER THE INFLUENCE
 Statute 29-A MRSA SUBSECTION 2411(1)
 State Sequence Code 1197
 Severity Misdemeanor

Prosecutor Disposition	No data supplied
-------------------------------	------------------

Court Disposition (Cycle 001)
Court Case Number CR 2002-05016
Court Agency 9TH DISTRICT COURT PORTLAND; ME003035J

Charge 1

Charge Number 116071B 001
 Charge Tracking Number 116071B
 Agency 9TH DISTRICT COURT PORTLAND; ME003035J
 Offense Date 2002-06-20
 Charge Description OPERATING UNDER THE INFLUENCE
 Statute 29-A MRSA SUBSECTION 2411(1)
 State Sequence Code 1197
 Severity Misdemeanor
 Disposition 2002-10-21; TRANSFER FOR JURY TRIAL

Court Disposition	(Cycle 001)
--------------------------	-------------

Court Case Number CR 2002-02146
Court Agency SUPERIOR COURT PORTLAND; ME003015J
Charge 1

Charge Number 116071B 001
 Charge Tracking Number 116071B
 Agency SUPERIOR COURT PORTLAND; ME003015J
 Offense Date 2002-06-20
 Charge Description OPERATING UNDER THE INFLUENCE
 Statute 29-A MRSA SUBSECTION 2411(1)
 State Sequence Code 1197
 Severity Misdemeanor
 Disposition 2002-12-26; DISMISSED BY DA/AG - PLED OTHER
 CHARGE

Sentencing	No data supplied
Corrections	No data supplied

Index of Agencies

Agency	SUPERIOR COURT PORTLAND; ME003015J
Agency Telephone	207-822-4105
Address	142 FEDERAL PORTLAND, ME 04101

Agency	9TH DISTRICT COURT PORTLAND; ME003035J
Agency Telephone	207-822-4205
Address	205 NEWBURY ST PORTLAND, ME 04101

Agency	YARMOUTH PD; ME0031400
Agency Telephone	207-846-3333
Address	200 MAIN STREET YARMOUTH, ME 04096

Business Licensing - EVO - PENDING Business License Approval

From: Gary Hutcheson
To: Business Licensing
Date: 1/24/2015 5:32 PM
Subject: EVO - PENDING Business License Approval

EVO - PENDING is Approved for their Business License Inspection by the Police Dept.

Date: 1/24/2015

Zone:
Comments:

Lt. Gary L Hutcheson
Portland Police Department
109 Middle St
Portland, Maine 04101
(207) 756-8295



Office of the City Clerk

Katherine L. Jones, CCM, City Clerk

February 3, 2015

Evo

Attn: Casey Prentice

254 Commercial St., Suite 119A

Portland, ME 04101

Re: The FourFortyThree Club LLC d/b/a Evo. Application for a Class I FSE at 443 Fore St.

Dear Mr. Prentice,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday, February 23rd at 7 p.m.** for the review of your application **for a Class I FSE license for The FourFortyThree Club LLC d/b/a Evo at 443 Fore St.** The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the City Council has questions regarding the license application. If there is no representation and questions arise, the issue could be postponed.

Should you have any questions or concerns, please do not hesitate to contact our office directly at (207) 874-8557 or by email, BL@portlandmaine.gov

Sincerely,

Janice Gardner

Business License Administrator

207-874-8557

bl@portlandmaine.gov

MICHAEL F. BRENNAN, (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

Resolve 4-14/15
Tab 9 2-23-15
DAVID BRENNERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

RESOLUTION

**SUPPORTING THE FEDERAL CLEAN POWER PLAN, STRONGER FEDERAL
OZONE STANDARDS, AND ALL NATIONAL, STATE, AND COMMUNITY EFFORTS
TO ENSURE HEALTHY AIR FOR MAINE FAMILIES AND BUSINESSES**

WHEREAS, Maine families and businesses need healthy air to grow and succeed because when people are healthy, children do better in school, workers are more productive, and businesses can add jobs because their health costs are lower; and

WHEREAS, air pollution can lead to asthma attacks, heart attacks, strokes, diabetes, cancer, reproductive and developmental harm, and even premature death; and

WHEREAS, Cumberland County received a grade of "C" for ozone pollution on the American Lung Association's 2014 "State of the Air Report", and the Portland-Lewiston-South Portland metro area ranked tied for 93rd in the country in most pollution for ozone and; and

WHEREAS, the scientific links between carbon pollution, climate change, poor air quality, dangerous health outcomes, and costly medical care are well-established; and

WHEREAS, climate change is amplifying the amount of air pollution and natural allergens we are forced to breathe in Maine; and

WHEREAS, high heat, unhealthy ozone levels, increased pollen, and toxic smoke from forest fires are four climate-related threats to lung health that are particularly dangerous for children, seniors, and people with heart disease, asthma, or other lung conditions; and

WHEREAS, coal-fired power plants are the nation's single largest source of carbon pollution, yet there have never been limits placed on the amount of carbon pollution they can emit; and

WHEREAS, cleaning up power plants can slow the rate of climate change, improve lung health, and reduce the health care costs related to poor air quality; and

WHEREAS, the federal ozone standard is outdated and not reflective of the best medical science, leaving Americans with a false sense of security about when the air is healthy to breathe; and

WHEREAS, air quality data shows that if the more protective ozone standard being proposed by the EPA were in place, southern Maine would be experiencing at least three times as many unhealthy air days as currently get reported; and

WHEREAS, strengthening federal standards for carbon and ozone is especially important for Maine, where we are on the receiving end of pollution from states to the south and west of us; and

WHEREAS, the Clean Power Plan is a reasonable and responsible approach to reducing the dangerous health effects of carbon pollution and climate change because it gives states broad flexibility but also measurable deadlines; and

WHEREAS, when put into place, the Clean Power Plan will save over 6,000 lives and prevent 150,000 asthma attacks each year, while stronger ozone standards will yield at least \$7.5 billion annually in health and economic benefits according to the Environment Protection Agency; and

WHEREAS, we don't have to choose between improving public health and helping our economy innovate and grow, as evidenced by data from the U.S. Environmental Protection Agency showing that the Clean Air Act has produced economic benefits valued at 30 times the cost of regulation; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and members of the Portland City Council, on behalf of the people of Portland, do hereby proclaim our support for the proposed Clean Power Plan and stronger federal ozone standards, as well as our shared commitment to fighting climate change and ensuring healthy air for all citizens.

<http://www.epa.gov/region07/air/quality/health.htm>

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Health Effects of Air Pollution

Ozone (O₃)

Nature and Sources of the Pollutant: Ground-level ozone (the primary constituent of smog) is the most complex, difficult to control, and pervasive of the six principal pollutants. Unlike other pollutants, ozone is not emitted directly into the air by specific sources. Ozone is created by sunlight acting on nitrogen oxides (NO_x) and volatile organic compound (VOC) emissions in the air. There are literally thousands of sources of these gases. Some of the more common sources include gasoline vapors, chemical solvents, combustion products of various fuels, and consumer products. They can originate from large industrial facilities, gas stations, and small businesses such as bakeries and dry cleaners. Often these "precursor" gases are emitted in one area, but the actual chemical reactions, stimulated by sunlight and temperature, take place in another. Combined emissions from motor vehicles and stationary sources can be carried hundreds of miles from their origins, forming high ozone concentrations over very large regions. Approximately 50 million people lived in counties with air quality levels above EPA's health-based national air quality standard in 1994. The highest levels of ozone were recorded in Los Angeles. High levels also persist in other heavily populated areas like the Texas Gulf Coast and much of the Northeast.

Health and Other Effects: Scientific evidence indicates that ground-level ozone not only affects people with impaired respiratory systems (such as asthmatics), but healthy adults and children as well. Exposure to ozone for 6 to 7 hours, even at relatively low concentrations, significantly reduces lung function and induces respiratory inflammation in normal, healthy people during periods of moderate exercise. It can be accompanied by symptoms such as chest pain, coughing, nausea, and pulmonary congestion. Recent studies provide evidence of an association between elevated ozone levels and increases in hospital admissions for respiratory problems in several U.S. cities. Results from animal studies indicate that repeated exposure to high levels of ozone for several months or more can produce permanent structural damage in the lungs. EPA's health-based national air quality standard for ozone is 0.12 ppm (measured at the highest hour during the day). Ozone is also responsible for several billion dollars of agricultural crop yield loss in the U.S. each year. Ozone also damages forest ecosystems in California and the eastern U.S. Click [here](#) for more information on the health effects of ozone.

In 1997, the EPA promulgated a new ozone national ambient air quality standard of 0.08 ppm (8 hour averaging time). Click [here](#) for more information about the new ozone standard.

Nitrogen Dioxide (NO₂)

Nature and Sources of the Pollutant: Nitrogen dioxide belongs to a family of highly reactive gases called nitrogen oxides (NO_x). These gases form when fuel is burned at high temperatures, and come principally from motor vehicle exhaust and stationary sources such as electric utilities and industrial boilers. A suffocating, brownish gas, nitrogen dioxide is a strong oxidizing agent that reacts in the air to form corrosive nitric acid, as well as toxic organic nitrates. It also plays a major role in the atmospheric reactions that produce ground-level ozone (or smog).

Health and Other Effects: Nitrogen dioxide can irritate the lungs and lower resistance to respiratory infections such as influenza. The effects of short-term exposure are still unclear, but continued or frequent exposure to concentrations that are typically much higher than those normally found in the ambient air may cause increased incidence of acute respiratory illness in children. EPA's health-based national air quality standard for NO₂ is 0.053 ppm (measured as an annual average). Nitrogen oxides are important in forming ozone and may affect both terrestrial and aquatic ecosystems. Nitrogen oxides in the air are a potentially significant contributor to a number of environmental effects such as acid rain and eutrophication in coastal waters like the Chesapeake Bay. Eutrophication occurs when a body of water suffers an increase in nutrients that reduce the amount of oxygen in the water, producing an environment that is destructive to fish and other animal life.

Particulate Matter (PM-10 and PM-2.5)

Nature and Sources of the Pollutants: Particulate matter is the term for solid or liquid particles found in the air. Some particles are large or dark enough to be seen as soot or smoke. Others are so small they can be detected only with an electron microscope. Because particles originate from a variety of mobile and stationary sources (diesel trucks, wood stoves, power plants, etc.), their chemical and physical compositions vary widely.

Health and Other Effects: In 1987, EPA replaced the earlier Total Suspended Particulate (TSP) air quality standard with a PM-10 standard. The standard focuses on smaller particles that are likely responsible for adverse health effects because of their ability to reach the lower regions of the respiratory tract. The PM-10 standard includes particles with a diameter of 10 micrometers or less (0.0004 inches or one-seventh the width of a human hair). EPA's health-based national air quality standard for PM-10 is 50 micrograms per cubic meter (measured as an annual average) and 150 micrograms per cubic meter (measured as a daily average). In 1997, EPA promulgated a PM-2.5 standard which includes particles with a diameter of 2.5 microns or less. These smaller particles have the best chance of reaching the lower respiratory tract. The health-based national ambient air quality standard for PM-2.5 is 15 micrograms per cubic meter (measured as an annual average) and 65 micrograms per cubic meter (measured as a daily average).

Major concerns for human health from exposure to particulate matter are: effects on breathing and respiratory systems, damage to lung tissue, cancer, and premature death. The elderly, children, and people with chronic lung disease, influenza, or asthma, tend to be especially sensitive to the effects of particulate matter. Acidic particulate matter can also damage manmade materials and is a major cause of reduced visibility in many parts of the U.S. Click [here](#) for more information on the health effects of particulate matter.

Sulfur Dioxide (SO₂)

Nature and Sources of the Pollutant: Sulfur dioxide belongs to the family of sulfur oxide gases (SO_x). These gases are formed when fuel containing sulfur (mainly coal and oil) is burned, and during metal smelting and other industrial processes.

Health and Other Effects: The major health concerns associated with exposure to high concentrations of SO₂ include effects on breathing, respiratory illness, alterations in pulmonary defenses, and aggravation of existing cardiovascular disease. Major subgroups of the population that are most sensitive to SO₂ include asthmatics and individuals with cardiovascular disease or chronic lung disease (such as bronchitis or emphysema) as well as children and the elderly. EPA's health-based national air quality standard for SO₂ is 0.03 ppm (measured on an annual average) and 0.14 ppm (measured over 24 hours). Emissions of SO₂ also can damage the foliage of trees and agricultural crops. EPA has a secondary SO₂ national ambient air quality standard of 0.50 ppm (measured over 3 hours) designed to prevent this type of environmental deterioration. Together, SO₂ and NO_x are the major precursors to acid rain, which is associated with the acidification of lakes and streams, accelerated corrosion of buildings and monuments, and reduced visibility.

Lead (Pb)

Nature and Sources of the Pollutant: Smelters and battery plants are the major sources of the pollutant "lead" in the air. The highest concentrations of lead are found in the vicinity of nonferrous smelters and other stationary sources of lead emissions.

Health Effects: Exposure to lead mainly occurs through inhalation of air and ingestion of lead in food, paint, water, soil, or dust. Lead accumulates in the body in blood, bone, and soft tissue. Because it is not readily excreted, lead can also affect the kidneys, liver, nervous system, and other organs. Excessive exposure to lead may cause anemia, kidney disease, reproductive disorders, and neurological impairments such as seizures, mental retardation, and/or behavioral disorders. Even at low doses, lead exposure is associated with changes in fundamental enzymatic, energy transfer, and other processes in the body. Fetuses and children are especially susceptible to low doses of lead, often suffering central nervous system damage or slowed growth. Recent studies show that lead may be a factor in high blood pressure and subsequent heart disease in middle-aged white males. Lead may also contribute to osteoporosis in postmenopausal women. EPA's health-based national air quality standard for lead is 1.5 micrograms per cubic meter [measured as a quarterly average].

Carbon Monoxide (CO)

Nature and Sources of the Pollutant: Carbon monoxide is a colorless odorless poisonous gas formed when carbon in fuels is not burned completely. It is a byproduct of motor vehicle exhaust, which contributes more than two-thirds of all CO emissions nationwide. In cities, automobile exhaust can cause as much as 95 percent of all CO emissions. These emissions can result in high concentrations of CO, particularly in local areas with heavy traffic congestion. Other sources of CO emissions include industrial processes and fuel combustion in sources such as boilers and incinerators. Despite an overall downward trend in concentrations and emissions of CO, some metropolitan areas still experience high levels of CO.

Health and Other Effects: Carbon monoxide enters the bloodstream and reduces oxygen delivery to the body's organs and tissues. The health threat from CO is most serious for those who suffer from cardiovascular disease. Healthy individuals are also affected, but only at higher levels of exposure. Exposure to elevated CO levels is associated with visual impairment, reduced work capacity, reduced manual dexterity, poor learning ability, and difficulty in performing complex tasks. EPA's health based national air quality standard for CO is 9 parts per million (ppm) [measured over 8 hours].

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Last updated on Thursday, November 13, 2014



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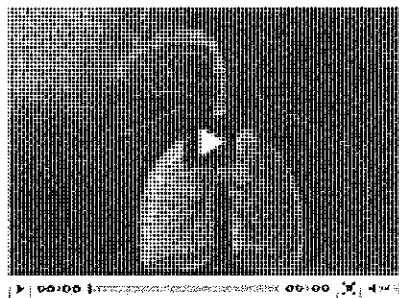


DOWNLOAD REPORT

Ozone Pollution

It may be hard to imagine that pollution could be invisible, but ozone is. The most widespread pollutant in the U.S. is also one of the most dangerous.

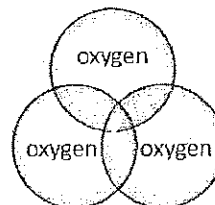
Scientists have studied the effects of ozone on health for decades. Hundreds of research studies have confirmed that ozone harms people at levels currently found in the United States. In the last few years, we've learned that it can also be deadly.

What Is Ozone?Where Does Ozone Come From?Who Is at Risk from BreathingOzone?How Ozone Pollution Harms Your HealthPremature deathImmediate breathing problemsCardiovascular effectsLong-term exposure risksEPA finds ozone causes harm

What Is Ozone?

Ozone (O₃) is a gas molecule composed of three oxygen atoms. Often called "smog," ozone is harmful to breathe. Ozone aggressively attacks lung tissue by reacting chemically with it.

The ozone layer found high in the upper atmosphere (the stratosphere) shields us from much of the sun's ultraviolet radiation. However, ozone air pollution at ground level where we can breathe it (in the troposphere) causes serious health problems.



Where Does Ozone Come From?

Ozone develops in the atmosphere from gases that come out of tailpipes, smokestacks and many other sources. When these gases come in contact with sunlight, they react and form ozone smog.

The essential raw ingredients for ozone come from nitrogen oxides (NO_x), hydrocarbons, also called volatile organic compounds (VOCs) and carbon monoxide (CO). They are produced primarily when fossil fuels like gasoline, oil or coal are burned or when some chemicals, like solvents, evaporate. NO_x is emitted from power plants, motor vehicles and other sources of high-heat combustion. VOCs are emitted from motor vehicles, chemical plants, refineries, factories, gas stations, paint and other sources. CO is also primarily emitted from motor vehicles.¹

If the ingredients are present under the right conditions, they react to form ozone. And because the reaction takes place in the atmosphere, the ozone often shows up downwind of the sources of the original gases. In addition, winds can carry ozone far from where it began.

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- Making the Connection –
Asthma and Air Quality
- "State of the Air" – Half of
U.S. Live with Unhealthy
Air



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You may have wondered why "ozone action day" warnings are sometimes followed by recommendations to avoid activities such as mowing your lawn or driving your car. Lawn mower exhaust and gasoline vapors are VOCs that could turn into ozone in the heat and sun.

Who Is at Risk from Breathing Ozone?

Anyone who spends time outdoors where ozone pollution levels are high may be at risk. Five groups of people are especially vulnerable to the effects of breathing ozone:

- children and teens;²
- anyone 65 and older;³
- people who work or exercise outdoors;⁴
- people with existing lung diseases, such as asthma and chronic obstructive pulmonary disease (also known as COPD, which includes emphysema and chronic bronchitis);⁵
- people with cardiovascular disease.⁶

In addition, newer evidence suggests that other groups—including women, people who suffer from obesity and people with low incomes—may also face higher risk from ozone.⁷ More research is needed to confirm these findings.

The impact on your health can depend on many factors, however. For example, the risks would be greater if ozone levels are higher, if you are breathing faster because you're working outdoors or if you spend more time outdoors.

Lifeguards in Galveston, Texas, provided evidence of the impact of even short-term exposure to ozone on healthy, active adults in a study published in 2008. Testing the breathing capacity of these outdoor workers several times a day, researchers found that many lifeguards had greater obstruction in their airways when ozone levels were high. Because of this research, Galveston became the first city in the nation to install an air quality warning flag system on the beach.⁸

How Ozone Pollution Harms Your Health

Premature death. Breathing ozone can shorten your life. Strong evidence exists of the deadly impact of ozone in large studies conducted in cities across the U.S., in Europe and in Asia. Researchers repeatedly found that the risk of premature death increased with higher levels of ozone.^{9,10,11} Newer research has confirmed that ozone increased the risk of premature death even when other pollutants also exist.¹²

Even low levels of ozone may be deadly. A large study of 48 U.S. cities looked at the association between ozone and all-cause mortality during the summer months. Ozone concentrations by city in the summer months ranged from 16 percent to 80 percent lower than the U.S. Environmental Protection Agency (EPA) currently considers safe. Researchers found that ozone at those lower levels was associated with deaths from cardiovascular disease, strokes, and respiratory causes.¹³

Immediate breathing problems. Many areas in the United States produce enough ozone during the summer months to cause health problems that can be felt right away. Immediate problems—in addition to increased risk of premature death—include:

- shortness of breath, wheezing and coughing;
- asthma attacks;
- increased risk of respiratory infections;
- increased susceptibility to pulmonary inflammation; and
- increased need for people with lung diseases, like asthma or chronic obstructive pulmonary disease (COPD), to receive medical treatment and to go to the hospital.¹⁴

Cardiovascular effects. Inhaling ozone may affect the heart as well as the lungs. A 2006 study linked exposures to high ozone levels for as little as one hour to a particular type of cardiac arrhythmia that itself increases the risk of premature death and stroke.¹⁵ A French study found that exposure to elevated ozone levels for one to two days increased the risk of heart attacks for middle-aged adults without heart disease.¹⁶ Several studies around the world have found increased risk of hospital admissions or emergency department visits for cardiovascular disease.¹⁷

Long-term exposure risks. New studies warn of serious effects from breathing ozone over longer periods. With more long-term data, scientists are finding that long-term exposure—that is, for periods longer than eight hours, including days, months or years—may increase the risk of early death.

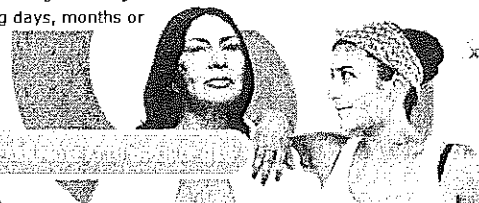
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- Examining the records from a long-term national database, the risk of death from respiratory diseases is significantly increased with increased exposure to ozone.

New York City has the highest number of deaths from heart disease and stroke in the country. The risk of death from heart disease and stroke is significantly increased with increased exposure to ozone.

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Younger children and children from low income families were more likely to need hospital admissions even during the same time periods than other children.¹⁹

- California researchers analyzing data from their long-term Southern California Children's Health Study found that some children with certain genes were more likely to develop asthma as adolescents in response to the variations in ozone levels in their communities.²⁰
- Studies link lower birth weight and decreased lung function in newborns to ozone levels in their community.²¹ This research provides increasing evidence that ozone may harm newborns.

Breathing other pollutants in the air may make your lungs more responsive to ozone—and breathing ozone may increase your body's response to other pollutants. For example, research warns that breathing sulfur dioxide and nitrogen oxide—two pollutants common in the eastern U.S.—can make the lungs react more strongly than to just breathing ozone alone. Breathing ozone may also increase the response to allergens in people with allergies. A large study published in 2009 found that children were more likely to suffer from hay fever and respiratory allergies when ozone and PM_{2.5} levels were high.²²

EPA finds ozone causes harm. The EPA released their most recent review of the current research on ozone pollution in February 2013.²³ The EPA had engaged a panel of expert scientists, the Clean Air Scientific Advisory Committee, to help them assess the evidence, in particular, research published between 2006 and 2012. The EPA concluded that ozone pollution posed multiple, serious threats to health. Their findings are highlighted in the box below.

EPA Concludes Ozone Pollution Poses Serious Health Threats

- Causes respiratory harm (e.g. worsened asthma, worsened COPD, inflammation)
- Likely to cause early death (both short-term and long-term exposure)
- Likely to cause cardiovascular harm (e.g. heart attacks, strokes, heart disease, congestive heart failure)
- May cause harm to the central nervous system
- May cause reproductive and developmental harm

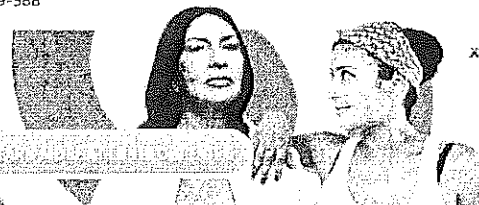
—U.S. Environmental Protection Agency, *Integrated Science Assessment for Ozone and Related Photochemical Oxidants*, 2013. EPA/600/R-10/076F.

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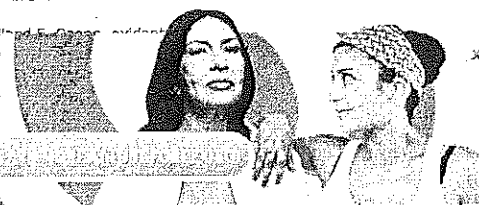
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FACT: Particle pollution can also cause early death and heart attacks, strokes and emergency room visits for people with asthma, cardiovascular disease and diabetes.

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Key Findings

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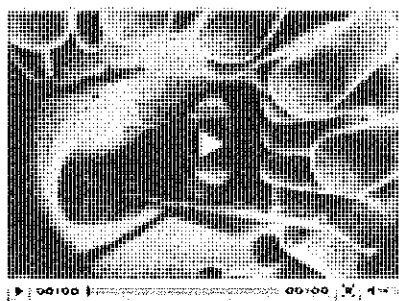
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Particle Pollution

Ever look at dirty truck exhaust?

The dirty, smoky part of that stream of exhaust is made of particle pollution. Overwhelming evidence shows that particle pollution—like that coming from that exhaust smoke—can kill. Particle pollution can increase the risk of heart disease, lung cancer and asthma attacks and can interfere with the growth and work of the lungs.

What Is Particle Pollution?Who Is at Risk?What Can Particles Do to Your Health?Short-Term Exposure Can Be Deadly?Year-Round Exposure Can Kill and May Cause CancerEPA Concludes Fine Particle Pollution Poses Serious Health ThreatsWhere Does Particle Pollution Come From?What Is Particle Pollution?

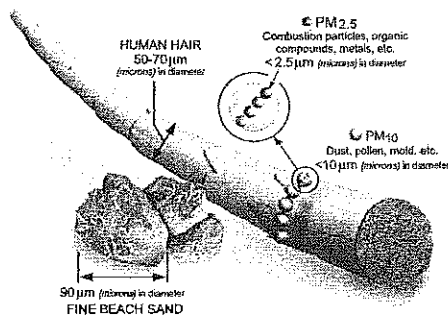
Particle pollution refers to a mix of very tiny solid and liquid particles that are in the air we breathe. But nothing about particle pollution is simple. And it is so dangerous it can shorten your life.

Size matters. Particles themselves are different sizes. Some are one-tenth the diameter of a strand of hair. Many are even tinier; some are so small they can only be seen with an electron microscope. Because of their size, you can't see the individual particles. You can only see the haze that forms when millions of particles blur the spread of sunlight.

The differences in size make a big difference in how they affect us. Our natural defenses help us to cough or sneeze larger particles out of our bodies. But those defenses don't keep out smaller particles, those that are smaller than 10 microns (or micrometers) in diameter, or about one-seventh the diameter of a single human hair. These particles get trapped in the lungs, while the smallest are so minute that they can pass through the lungs into the blood stream, just like the essential oxygen molecules we need to survive.

Researchers categorize particles according to size, grouping them as coarse, fine and ultrafine. Coarse particles fall between 2.5 microns and 10 microns in diameter and are called PM_{10-2.5}. Fine particles are 2.5 microns in diameter or smaller and are called PM_{2.5}. Ultrafine particles are smaller than 0.1 microns in diameter and are called PM_{0.1}.

WE ARE A FORCE TO BE RECKONED WITH. JOIN THE FORCE FOR LUNG HEALTH. The mixture of particles that make up particle pollution can be composed of many different compounds. Although we can't see them, they are everywhere. What's more, they can be as small as one-tenth the diameter of a human hair.



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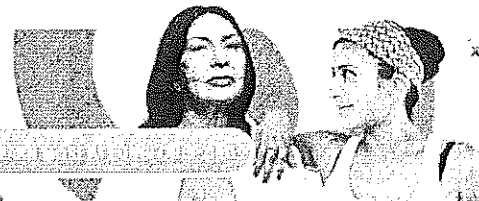


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solids, not all are. Some are completely liquid; some are solids suspended in liquids. As the EPA puts it, particles are really "a mixture of mixtures."²

The mixtures differ between the eastern and western United States and in different times of the year. For example, the Midwest, Southeast and Northeast states have more sulfate particles than the West on average, largely due to the high levels of sulfur dioxide emitted by large, coal-fired power plants. By contrast, nitrate particles from motor vehicle exhaust form a larger proportion of the unhealthy mix in the winter in the Northeast, Southern California, the Northwest, and North Central U.S.³

Who Is at Risk?

Anyone who lives where particle pollution levels are high is at risk. Some people face higher risk, however. People at the greatest risk from particle pollution exposure include:

- Infants, children and teens⁴;
- People over 65 years of age.⁵;
- People with lung disease such as asthma and chronic obstructive pulmonary disease (COPD), which includes chronic bronchitis and emphysema;
- People with heart disease⁶ or diabetes;⁷
- People with low incomes.⁸; and
- People who work or are active outdoors.⁹

Diabetics face increased risk at least in part because of their higher risk for cardiovascular disease.¹⁰ A 2010 study examined prevalence of diagnosed diabetes in relation to fine particle pollution in 2004-2005. The evidence suggested that air pollution is a risk factor for diabetes.¹¹

What Can Particles Do to Your Health?

Particle pollution can be very dangerous to breathe. Breathing particle pollution may trigger illness, hospitalization and premature death, risks showing up in new studies that validate earlier research.

Thanks to steps taken to reduce particle pollution, good news is growing from researchers who study the drop in year-round levels of particle pollution.

- Looking at air quality in 545 counties in the U.S. between 2000 and 2007, researchers found that people had approximately four months added to their life expectancy on average due to cleaner air. Women and people who lived in urban and densely populated counties benefited the most.¹²
- Another long-term study of six U.S. cities tracked from 1974 to 2009 added more evidence of the benefits. Their findings suggest that cleaning up particle pollution had almost immediate health benefits. They estimated that the U.S. could prevent approximately 34,000 premature deaths a year if the nation could lower annual levels of particle pollution by 1 $\mu\text{g}/\text{m}^3$.¹³

These studies add to the growing research that cleaning up air pollution improves life and health.¹⁴ Other researchers estimated that reductions in air pollution can be expected to produce rapid improvements in public health, with fewer deaths occurring within the first two years after reductions.¹⁵

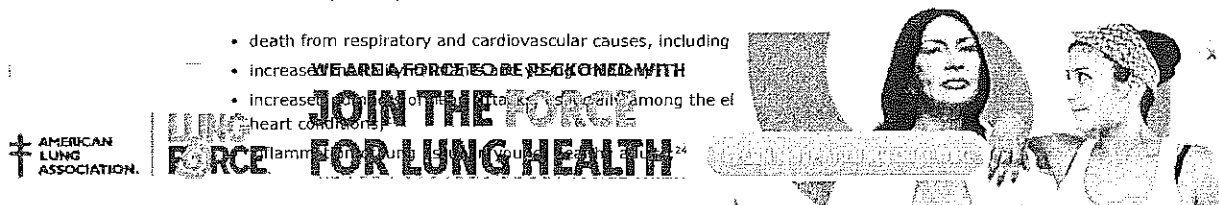
Researchers are exploring possible differences in health effects of the three sizes of particles and particles from different sources, such as diesel particles from trucks and buses or sulfates from coal-fired power plants. So far, the evidence remains clear that particles of all sizes from all sources can be dangerous.¹⁶

Short-Term Exposure Can Be Deadly

First and foremost, short-term exposure to particle pollution can kill. Peaks or spikes in particle pollution can last for hours to days. Deaths can occur on the very day that particle levels are high, or within one to two months afterward. Particle pollution does not just make people die a few days earlier than they might otherwise—these are deaths that would not have occurred if the air were cleaner.¹⁷

Particle pollution also diminishes lung function, causes greater use of asthma medications and increased rates of school absenteeism, emergency room visits and hospital admissions. Other adverse effects can be coughing, wheezing, cardiac arrhythmias and heart attacks. According to the findings from some of the latest studies, short-term increases in particle pollution have been linked to:

- death from respiratory and cardiovascular causes, including
- increased risk of heart disease
- increased risk of stroke



- increased hospitalization for cardiovascular disease, including strokes and congestive heart failure;^{25,26,27}
- increased emergency room visits for patients suffering from acute respiratory ailments;²⁸
- increased hospitalization for asthma among children;^{29,30,31} and
- increased severity of asthma attacks in children.³²

Again, the impact of even short-term exposure to particle pollution on healthy adults showed up in the Galveston lifeguard study, in addition to the harmful effects of ozone pollution. Lifeguards had reduced lung volume at the end of the day when fine particle levels were high.³³

Year-Round Exposure Can Kill and May Cause Cancer

Breathing high levels of particle pollution day in and day out also can be deadly, as landmark studies in the 1990s conclusively showed.³⁴ and other studies confirmed.³⁵ Chronic exposure to particle pollution can shorten life by one to three years.³⁶

In late 2013, the International Agency for Research on Cancer, part of the World Health Organization, concluded that particle pollution could cause lung cancer. The IARC reviewed the most recent research and reported that the risk of lung cancer increases as the particle levels rise.³⁷

Year-round exposure to particle pollution has also been linked to:

- increased hospitalization for asthma attacks for children living near roads with heavy truck or trailer traffic;^{38,39}
- slowed lung function growth in children and teenagers;^{40,41}
- significant damage to the small airways of the lungs;⁴²
- increased risk of death from cardiovascular disease;⁴³ and
- increased risk of lower birth weight and infant mortality.⁴⁴

Research into the health risks of 65,000 women over age 50 found that those who lived in areas with higher levels of particle pollution faced a much greater risk of dying from heart disease than had been previously estimated. Even women who lived within the same city faced differing risks depending on the annual levels of pollution in their neighborhood.⁴⁵

EPA Concludes Fine Particle Pollution Poses Serious Health Threats

The EPA released their most recent review of the current research on particle pollution in December 2009.⁴⁶ The EPA had engaged a panel of expert scientists, the Clean Air Scientific Advisory Committee, to help them assess the evidence, in particular research published between 2002 and May 2009. The EPA concluded that particle pollution caused multiple, serious threats to health. Their findings are highlighted in the box below.

EPA Concludes Fine Particle Pollution Poses Serious Health Threats

- Causes early death (both short-term and long-term exposure)
- Causes cardiovascular harm (e.g. heart attacks, strokes, heart disease, congestive heart failure)
- Likely to cause respiratory harm (e.g. worsened asthma, worsened COPD, inflammation)
- May cause cancer
- May cause reproductive and developmental harm

—U.S. Environmental Protection Agency, *Integrated Science Assessment for Particulate Matter*, December 2009. EPA 600/R-08/139F.

Where Does Particle Pollution Come From?

Particle pollution is produced through two separate processes—mechanical and chemical.

Mechanical processes break down bigger bits into smaller bits with the material remaining essentially the same, only becoming smaller. Mechanical processes primarily create coarse particles.⁴⁷ Dust storms, construction and demolition, mining operations, and agriculture are among the activities that produce coarse particles. Tire, brake pad and road wear can also create coarse particles. Bacteria, pollen, mold, and plant and animal debris are also included as coarse particles.⁴⁸

By contrast, chemical processes involve the transformation of gases into particles. Ultrafine particles from combustion sources are tiny and emit gas vaporize and then condense to become a small part of the same material. They can react with other gases or particles in the atmosphere to form new particles. For example, sulfur dioxide can react with elemental carbon (soot), heavy metals, sulfur dioxide,



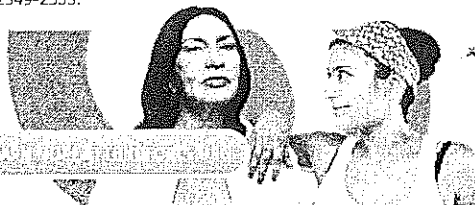
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(NO_x) and volatile organic compounds with water and other compounds in the atmosphere.⁴⁹ Burning fossil fuels in factories, power plants, steel mills, smelters, diesel- and gasoline-powered motor vehicles (cars and trucks) and equipment generate a large part of the raw materials for fine particles. So does burning wood in residential fireplaces and wood stoves or burning agricultural fields or forests.

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County	Grade	Wgt. Avg.	Orange Days	Red Days	Purple Days
Androscoggin	A	0.0	0	0	0
Aroostook	A	0.0	0	0	0
Cumberland	C	1.8	4	1	0
Franklin	DNC	DNC	DNC	DNC	DNC
Hancock	D	2.3	7	0	0
Kennebec	B	0.3	1	0	0
Knox	B	0.7	2	0	0
Lincoln	DNC	DNC	DNC	DNC	DNC
Oxford	A	0.0	0	0	0
Penobscot	A	0.0	0	0	0
Piscataquis	DNC	DNC	DNC	DNC	DNC
Sagadahoc	A	0.0	0	0	0
Somerset	DNC	DNC	DNC	DNC	DNC
Waldo	DNC	DNC	DNC	DNC	DNC
Washington	B	0.3	1	0	0
York	D	3.0	9	0	0

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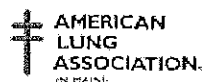
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County	Tell your friends about the air where you live.					Grade (Annual)	Design Value
		Avg.	Days	Bad Days	Purple Days		
Androscoggin	B	0.3	1	0	0	Pass	7.5
Aroostook	B	0.5	0	1	0	Pass	6.6
Cumberland	B	0.3	1	0	0	Pass	8.4
Franklin	DNC	DNC	DNC	DNC	DNC	DNC	DNC
Hancock	A	0.0	0	0	0	Pass	4.6
Kennebec	A	0.0	0	0	0	Pass	7.1
Knox	DNC	DNC	DNC	DNC	DNC	DNC	DNC
Lincoln	DNC	DNC	DNC	DNC	DNC	DNC	DNC
Oxford	B	0.5	0	1	0	Pass	8.2
Penobscot	A	0.0	0	0	0	Pass	7.3
Piscataquis	INC	INC	INC	INC	INC	INC	INC
Sagadahoc	DNC	DNC	DNC	DNC	DNC	DNC	DNC
Somerset	DNC	DNC	DNC	DNC	DNC	DNC	DNC
Waldo	DNC	DNC	DNC	DNC	DNC	DNC	DNC
Washington	DNC	DNC	DNC	DNC	DNC	DNC	DNC
York	DNC	DNC	DNC	DNC	DNC	DNC	DNC

The air you breathe needs your support. You can make a difference in the air that you breathe. Take Action for Healthier Air Tell us why having healthy air matters to you. Tell your friends about the air where you live.									
County	Total Pop	Under 18	65 & Over	Pediatric Asthma	Adult Asthma	COPD	CV Disease	Diabetes	Poverty Estimate
Androscoggin	107,609	23,866	16,058	2,274	9,362	6,298	7,392	7,699	16,591
Aroostook	70,868	13,832	14,153	1,318	6,275	4,677	5,821	5,874	11,424
Cumberland	283,921	57,165	43,522	5,448	25,339	17,109	20,109	20,955	31,512
Franklin	30,630	5,786	5,485	551	2,754	1,960	2,377	2,435	5,517
Hancock	54,558	9,592	10,803	914	4,953	3,672	4,547	4,614	7,058
Kennebec	121,853	24,579	20,123	2,342	10,816	7,561	9,056	9,362	17,348
Knox	39,668	7,414	8,262	707	3,540	2,678	3,358	3,376	4,958
Lincoln	34,180	6,135	8,068	585	3,052	2,422	3,114	3,083	4,812
Oxford	57,481	11,865	10,405	1,131	5,039	3,678	4,510	4,611	10,067
Penobscot	153,746	29,656	23,729	2,826	13,883	9,275	10,859	11,302	25,655
Piscataquis	17,290	3,227	3,788	308	1,536	1,198	1,523	1,524	3,399
Sagadahoc	35,191	7,079	6,280	675	3,111	2,242	2,732	2,798	3,963

<u>Somerset</u>	51,910	10,786	9,085	1,028	4,554	3,270	3,977	4,080	8,956
<u>Waldo</u>	38,820	7,854	6,864	748	3,428	2,466	3,001	3,077	6,729
<u>Washington</u>	32,462	6,264	6,755	597	2,875	2,175	2,730	2,741	6,109
<u>York</u>	199,005	40,818	32,996	3,890	17,576	12,356	14,839	15,333	22,385
TOTAL:	1,329,192	265,918	226,376	25,342	118,093	83,037	99,945	102,864	186,483



American Lung Association in Maine

Notes:

(1) INC indicates incomplete monitoring data for all three years. Therefore, those counties are excluded from the grade analysis.

(2) DNC indicates that there is no monitor collecting data in the county.

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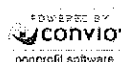
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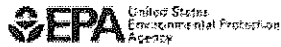


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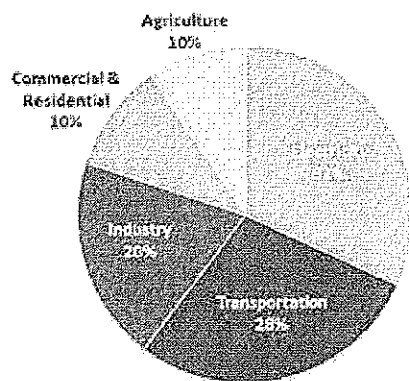
Carbon Pollution Standards

Learn About Carbon Pollution From Power Plants

In 2009, EPA determined that greenhouse gas pollution threatens Americans' health and welfare by leading to long lasting changes in our climate that can have a range of negative effects on human health and the environment. Carbon dioxide (CO₂) is the primary greenhouse gas pollutant, accounting for nearly three-quarters of global greenhouse gas emissions and 84% of U.S. greenhouse gas emissions.

On this page:

- Carbon pollution from power plants
- Health effects of carbon pollution
- President's Climate Action Plan



Total U.S. Greenhouse Gas Emissions by Economic Sector in 2012

Carbon pollution and power plants

The electric power sector accounted for 32% of U.S. total greenhouse gas emissions in 2012. Greenhouse gas emissions from electricity have increased by about 11% since 1990 as electricity demand has grown and fossil fuels have remained the dominant source for generation.

Fossil fuel-fired power plants are the largest source of U.S. CO₂ emissions. Fossil fuel-fired power plants use natural gas, petroleum, coal or any form of solid, liquid, or gaseous fuel derived from such material for the purpose of generating electricity.

Health effects of carbon pollution

Learn More

- Climate change impacts and adaptation
- Health, environmental and economic impacts of climate change

Unchecked carbon pollution leads to long-lasting changes in our climate, such as:

- Rising global temperatures
- Rising sea level
- Changes in weather and precipitation patterns
- Changes in ecosystems, habitats and species diversity

These changes threaten America's health and welfare for current and future generations. Public health risks include:

- More heat waves and drought
- Worsening smog (also called ground-level ozone pollution)
- Increasing the intensity of extreme events, like hurricanes, extreme precipitation and flooding
- Increasing the range of ticks and mosquitoes, which can spread disease such as Lyme disease and West Nile virus

Our most vulnerable citizens, including children, older adults, people with heart or lung disease and people living in poverty may be most at risk from the health impacts of climate change.

President's Climate Action Plan

On June 25, 2013, President Obama announced a series of executive actions to reduce carbon pollution, prepare the U.S. for the impacts of climate change and lead international efforts to address global climate change. As part of the Climate Action Plan, President Obama issued a Presidential Memorandum directing the EPA to work expeditiously to complete carbon pollution standards for the power sector. You can learn more about the President's Climate Action plan on the White House web site.

- President Obama's Plan to Fight Climate Change
- Presidential Memorandum -- Power Sector Carbon Pollution Standards
- June 25, 2013, Remarks by the President on Climate Change

Last updated on June 2, 2014



HARVARD
SCHOOL OF PUBLIC HEALTH

Center for Health
and the Global Environment

Health Co-Benefits of Carbon Standards for Existing Power Plants



The U.S. Environmental Protection Agency (EPA) released the nation's first-ever carbon pollution standards for existing power plants on June 2, 2014. Scientists from the Harvard School of Public Health, School of Public Health at Boston University, and Syracuse University teamed up on a three-part study to analyze the impact of different policy options for power plant carbon standards on clean air and public health.

Part 2: Health Co-Benefits of Carbon Pollution Standards for Existing Power Plants

Led by Drs. Joel Schwartz and Jonathan Buonocore, Part 2 was released on Tuesday, September 30, 2014.

"Health Co-benefits of Carbon Pollution Standards for Existing Power Plants" shows that, of the three options analyzed, the carbon standard that is moderately stringent and highly flexible provides the greatest health co-benefits—saving thousands of lives in the U.S. every year from premature death related to air pollution. By contrasting different options the authors also found that the magnitude and extent of the health co-benefits will depend on critical policy decisions in the final standards.

Press Materials

Media Advisory—New Study Links Strong Carbon Standards to Nationwide Health Benefits

Press Release—Power Plant Standards Could Save Thousands of U.S. Lives Every Year

Research Study—Health Co-Benefits of Carbon Standards for Existing Power Plants

Powerpoint slides—from conference call on Tuesday, September 30, 2014

Part 1 of the Study—Co-benefits of Carbon Standards: Air Pollution Changes under Different 111d Options for Existing Power Plants

Infographics

Infographic—Carbon Standards for U.S. Power Plants: Gaining Clean Air and Added Health Benefits

State-level health benefits hotspots—Follow link to download infographics individually or to view in a slideshow.

Maps

The maps in the study depict the magnitude of estimated health benefits and where they are likely to occur for the two contrasting scenarios with the highest benefits (Scenario 2) and the lowest benefits (Scenario 1). Click [here](#) for Scenario 3 data.

Scenario 1

Scenario 1—Change in Heart Attacks Prevented
 Scenario 1—Change in Hospitalizations Avoided
 Scenario 1—Change in PM_{2.5}
 Scenario 1—Change in Summer Ozone
 Scenario 1—Change in Total Lives Saved
 Scenario 1—Percent Change in Lives Saved

Scenario 2

Scenario 2—Change in Heart Attacks Prevented
 Scenario 2—Change in Hospitalizations Avoided
 Scenario 2—Change in PM_{2.5}
 Scenario 2—Change in Summer Ozone
 Scenario 2—Change in Total Lives Saved
 Scenario 2—Percent Change in Lives Saved

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 Health Co-Benefits of Carbon Standards for Existing Power Plants

Date Created: September 30, 2014

About This Program

Program Overview

Our Vision

We must meet our energy needs while also safeguarding against the effects of climate change.

Explore This Topic

What We Do

We bring science about what is at stake for our health into climate and energy decisions.

Explore This Topic

Meet the Team

Meet our leaders and advisors.

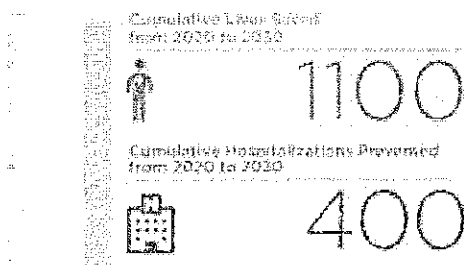
Explore This Topic

Related Courses

Courses related to our Climate, Energy & Health Program

Explore This Topic

Featured Resource



Infographics: Health Co-Benefits of Carbon Standards for Existing Power Plants

1st 5 pages of
75 page doc, now
saved in
O/City Council



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON D.C. 20460

OFFICE OF THE ADMINISTRATOR
SCIENCE ADVISORY BOARD

June 26, 2014

EPA-CASAC-14-004

The Honorable Gina McCarthy
Administrator
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

Subject: CASAC Review of the EPA's *Second Draft Policy Assessment for the Review of the Ozone National Ambient Air Quality Standards*

Dear Administrator McCarthy:

The Clean Air Scientific Advisory Committee (CASAC) Ozone Review Panel met on March 25 - 27, 2014, to review the EPA's *Second Draft Policy Assessment for the Review of the Ozone National Ambient Air Quality Standards*, hereafter referred to as the Second Draft PA. This letter highlights the chartered CASAC's consensus advice, followed by consensus responses to the charge questions from the Agency. Individual review comments from the CASAC Ozone Review Panel are also attached.

Overall, the Second Draft PA is an excellent summary of information needed to judge the adequacy of the current National Ambient Air Quality Standards (NAAQS) for ozone and to consider alternative standards. The information on emissions, atmospheric chemistry and common patterns of ozone concentration is presented clearly and is appropriately characterized. "Background" ozone (i.e., ozone that originates from precursors from natural sources or anthropogenic international emissions) is extensively and appropriately characterized, although in our consensus responses to charge questions, we have some technical comments that should be addressed to improve the coverage of this issue. The Second Draft PA is not clear as to how background estimates might impact the primary and secondary standards and whether these impacts may differ regionally. The Second Draft PA cites a 2002 court decision (*American Trucking Associations, Inc. v. EPA*, 283 F.3d at 379) that allows the EPA to consider relative proximity to peak background levels when evaluating alternative standards but it also cites a case where the court said "attainability and technological feasibility are not relevant considerations in the promulgation of the NAAQS" (*American Petroleum Institute v. Costle*, 665 F.2d at 1185). The Second Draft PA was silent as to how the EPA intends to navigate between these two legal guidelines when considering background ozone in a policy and standard-setting context. This question became an important issue in the CASAC deliberations as we listened to public comments regarding

high background levels in the intermountain Western United States.

In addressing the adequacy of the primary standard, the Second Draft PA presents scientifically sound information on the health effects evidence for each major effect category: lung function decrements, pulmonary inflammation, respiratory symptoms, respiratory morbidity and respiratory mortality. The CASAC finds scientific justification that current evidence and the results of the exposure and risk assessment call into question the adequacy of the current standard. Furthermore, there is clear scientific support for the need to revise the standard. The CASAC supports the scientific rationale presented in the Second Draft PA on these points.

The CASAC concurs with the staff's justifications in the Second Draft PA for retaining the current indicator (ozone), averaging time (maximum daily 8-hour average) and form (annual 4th highest maximum daily 8-hour average, averaged over three years) for the primary standard. The indicator of ozone is appropriate based on its causal or likely causal associations with multiple adverse health outcomes and its representation of a class of pollutants known as photochemical oxidants. The current 8-hour averaging time is justified by the combined evidence from epidemiologic and clinical studies referenced in Chapter 4. The CASAC concurs that the ozone standard should be based on the fourth highest, daily maximum 8-hour average value (averaged over three years). This averaging time provides programmatic stability by allowing for atypical meteorological conditions that can lead to abnormally high ambient ozone concentrations while providing health protection.

The CASAC further concludes that there is adequate scientific evidence to recommend a range of levels for a revised primary ozone standard from 70 ppb to 60 ppb. The CASAC reached this conclusion based on the scientific evidence from clinical studies, epidemiologic studies, and animal toxicology studies, as summarized in the Integrated Science Assessment (ISA), the findings from the exposure and risk assessments as summarized in the HREA, and the interpretation of the implications of these sources of information as given in the Second Draft PA. However, as noted below, we believe there is an important distinction in our finding and advice regarding the upper bound level of 70 ppb as compared to that of EPA staff as given in the Second Draft PA.

In reaching its scientific judgment regarding a recommended range of levels for a revised ozone primary standard, the CASAC focused on the scientific evidence that identifies the type and extent of adverse effects on public health. The CASAC acknowledges that the choice of a level within the range recommended based on scientific evidence is a policy judgment under the statutory mandate of the Clean Air Act. The CASAC advises that, based on the scientific evidence, a level of 70 ppb provides little margin of safety for the protection of public health, particularly for sensitive subpopulations. In this regard, our advice differs from that offered by EPA staff in the Second Draft PA. At 70 ppb, there is substantial scientific evidence of adverse effects as detailed in the charge question responses, including decrease in lung function, increase in respiratory symptoms, and increase in airway inflammation. Although a level of 70 ppb is more protective of public health than the current standard, it may not meet the statutory requirement to protect public health with an adequate margin of safety. In this regard, the CASAC deliberated at length regarding advice on other levels that might be considered to be protective of public health with an adequate margin of safety. For example, the recommended lower bound of 60 ppb would certainly offer more public health protection than levels of 70 ppb or 65 ppb and would provide an adequate margin of safety. Thus, our policy advice is to set the level of the standard lower than 70 ppb within a range down to 60 ppb, taking into account your

judgment regarding the desired margin of safety to protect public health, and taking into account that lower levels will provide incrementally greater margins of safety.

With respect to the secondary standard, the CASAC concurs with EPA's identification of adverse welfare effects related to ecosystem services, food and fiber products from crops, and damage to resource use from foliar injury. The CASAC concurs that tree species relative biomass loss, foliar injury, and crop yield loss are appropriate surrogates of adverse welfare effects. The CASAC further supports the causality determinations of the ISA between exposure to ozone and adverse welfare effects. The CASAC supports the scientific conclusion in the Second Draft PA that the current secondary standard is not adequate to protect against current and anticipated welfare effects of ozone on vegetation. We recommend retaining the current indicator (ozone) but establishing a revised form of the secondary standard to be the biologically-relevant W126 index accumulated over a 12-hour period (8 a.m. – 8 p.m.) over the 3-month summation period of a single year resulting in the maximum value of W126 (henceforth W126). The CASAC recommends that the level associated with this form be within the range of 7 ppm-hrs to 15 ppm-hrs to protect against current and anticipated welfare effects of ozone. The CASAC does not support a level higher than 15 ppm-hrs. For example, at 17 ppm-hrs, the median tree species has 6% relative biomass loss, and the median crop species has over 5% yield loss. These levels are unacceptably high. These combinations of indicator, form, averaging time, and level are scientifically justifiable given evidence of current and anticipated welfare effects as captured in the Second Draft PA, and supported by the ISA and the second draft of the WREA.

In reaching its scientific judgment regarding the indicator, form, summation time, and range of levels for a revised secondary standard, the CASAC has focused on the scientific evidence for the identification of the kind and extent of adverse effects on public welfare. The CASAC acknowledges that the choice of a level within the range recommended based on scientific evidence is a policy judgment under the statutory mandate of the Clean Air Act. Specifically, the Clean Air Act grants discretion to the Administrator to specify a standard that is "requisite to protect the public welfare from any known or anticipated adverse effects associated with the presence of [the] pollutant in the ambient air" (Section 302(h), 42 U.S.C., §7602(h)). As a policy recommendation, separate from its advice above regarding scientific findings, the CASAC advises that a level of 15 ppm-hrs for the highest 3-month sum in a single year is requisite to protect crop yield loss, but that lower levels provide additional protection against crop yield loss. Furthermore, there are specific economically significant crops, such as soybeans, that may not be protected at 15 ppm-hrs but would be protected at lower levels. A level below 10 ppm-hrs is required to reduce foliar injury. A level of 7 ppm-hrs is protective of relative biomass loss for trees and offers additional protection against crop yield loss and foliar injury. Therefore, 7 ppm-hrs is protective of ecosystem services. Thus, lower levels within the recommended range offer a greater degree of protection of more endpoints than do higher levels within the range.

The CASAC does not recommend the use of a three-year averaging period for the secondary standard. We favor a single-year period for determining the highest three-month summation which will provide more protection for annual crops and for the anticipated cumulative effects on perennial species. The scientific analyses considered in this review, and the evidence upon which they are based, are from single-year results. If, as a policy matter, the Administrator prefers to base the secondary standard on a three-year averaging period for the purpose of program stability, then the level of the standard should be revised downward such that the level for the highest three-month summation in any given year of the three-year period would not exceed the scientifically recommended range of 7 ppm-hrs to 15 ppm-

hrs. For example, if in a three-year period the highest three-month summation during a one year period is 15 ppm-hrs, and the corresponding lowest value associated with a three-year average of the highest three-month summations in each year is 13 ppm-hrs, then the appropriate level for the three-year average would be 13 ppm-hrs to protect against a peak one year level of 15 ppm-hrs. The final Policy Assessment should quantify the ratio of the three-year average of the highest three-month summations in each year to the highest three-month summation in the highest year. This ratio should be used to determine what downward adjustment from the three-month summation in one year recommended here is needed if a three-year form is selected.

The CASAC recommends that EPA facilitate research needed for the next review of the ozone NAAQS. For the health-based standard, we note that the Second Draft PA outlines key uncertainties and research that needs to be addressed for future reviews of the health-based standards. Specifically, we underscore the need for research to address the characterization of the exposure-response function; the identification of population thresholds; the role of co-pollutants and temperature in modifying or contributing to ozone effects; alternative modeling specifications; population-based information on human exposure for at-risk populations; time-activity data to improve population-based exposure and risk assessment; and the characterization of background levels.

For the secondary standard, the Second Draft PA also identifies uncertainties and needed research to develop data and better methods for extrapolating results to plant species for which exposure-response functions have not been developed; assessing the effects of ozone on climate (and the effects of climate on ozone); characterizing the effects of ozone on whole ecosystem structure and function; and evaluating how the public judges the adversity of various kinds of ecological effects including foliar injury and estimated reduced tree biomass growth. This policy-relevant research could be conducted in collaboration with other federal and non-governmental organizations to improve our understanding of ozone effects in support of the next review of the ozone NAAQS.

While these scientific research priorities will enhance future scientific reviews of the ozone primary and secondary standards, we also make clear that there is sufficient scientific evidence, and sufficient confidence in the available research results, to support the advice we have given above for this review cycle of the primary and secondary standards.

Although CASAC was not asked to comment about international transport of ozone, we would like to call your attention to this issue as a matter separate from our advice regarding the standard. North American background ozone is defined by the EPA as the ozone that would be present in U.S. surface air in the absence of North American anthropogenic emissions. North American background ozone can be estimated using global models by conducting simulations with North American anthropogenic emissions set to zero. Results indicate that background is only partly natural (lightning, biosphere, fires, stratospheric influence) and is enhanced by anthropogenic sources outside North America. Estimates of this external anthropogenic enhancement are fairly consistent across models [Fiore et al., 2009]. Zhang et al. [2011] estimated that during spring-summer 2006-2008 the mean enhancement from intercontinental pollution and anthropogenic methane is 9 ppb at low-altitude sites and 13 ppb at high-altitude sites (>1,500 m elevation), both roughly one third of the North American background ozone in the respective areas. The authors also indicated that the background ozone is higher than average when ozone concentrations exceed 60 ppb, particularly in the intermountain West. There is currently no international legal agreement on ozone or its precursors that would effectively deal with long-range transport, despite the recommendations by the National Academy of Sciences (2009) and the Task Force

on Hemispheric Transport of Air Pollution (2010) that such an agreement be sought. Given the significant portion of ozone coming from anthropogenic sources outside North America, the CASAC recommends that EPA seek opportunities for international cooperation to reduce long-range transport of ozone.

During the course of the review of the Second Draft PA, the CASAC received public comments focused on costs and implementation issues associated with a possible revised ozone standard, mainly focused on the primary standard. *Whitman vs. American Trucking Associations, Inc.* (2001) decreed that the EPA cannot consider implementation costs in setting the NAAQS. Furthermore, “[a]ttainability and technological feasibility are not relevant considerations in the promulgation of national ambient air quality standards” (*American Petroleum Institute vs. Costle*, 665 F. 2d at 1185) and EPA need not tailor the NAAQS to fit each region or locale. Thus, cost and implementation issues are not relevant or allowable considerations in setting or revising a NAAQS. Therefore, CASAC did not consider such issues in its scientific review of the current standards or in developing its advice regarding revising the standards. However, the CASAC acknowledges that the Clean Air Act, section 109(d), states that the CASAC shall “advise the Administrator of any adverse public health, welfare, social, economic, or energy effects which may result from various strategies for attainment and maintenance of such national ambient air quality standards.” Separate from the standard-setting process, the CASAC would be receptive to a request from EPA to review EPA analyses of “adverse public health, welfare, social, economic, or energy effects which may result from various strategies for attainment and maintenance of such national ambient air quality standards” (42 U.S. Code § 7409). It should be noted, however, that not all of these effects will be “adverse” and any comprehensive assessment would include both adverse and beneficial effects. For example, positive economic effects accrue from implementation of national ambient air quality standards, such as the economic benefit of avoided morbidity and mortality. In response to such a request, the SAB Staff Office would form an *ad hoc* CASAC panel to obtain the full expertise necessary to conduct such a review.

The current approach to review and revision of the primary NAAQS is based on a one-pollutant-at-a-time approach. As the state of science regarding the joint effects of human exposure to multiple pollutants improves, the EPA should consider how review and revision of the NAAQS can be done synergistically for logical, scientifically relevant groupings of criteria pollutants. For example, O₃ and NO₂ are both criteria pollutants that are inter-related via atmospheric chemistry, and human exposure to these pollutants is often in the form of a mixture that includes both, and other pollutants such as particulate matter. The National Research Council and the North American Research Strategy for Tropospheric Ozone have both made detailed recommendations for multipollutant approaches to air quality management, and EPA has been exploring a multipollutant approach for the secondary standards for SO_x and NO_x. CASAC encourages EPA to explore multipollutant approaches for review of the primary standards, and would be receptive to a request by EPA to review planning or methods documents for such approaches.

Overall, we find the Second Draft PA to be adequate for its intended purpose of providing a strong scientific basis for findings regarding the inadequacy of current primary and secondary ozone air quality standards; for scientifically justifiable indicators, averaging times, and forms for alternative revised primary and secondary standards; and for our advice regarding scientifically justifiable ranges of levels for each of the primary and secondary standards. The CASAC appreciates the opportunity to provide advice on the Second Draft PA and looks forward to receiving the agency’s response.

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

Order 149-14/15
~~*Tab 15 2-2-15*~~
Tab 10 2-23-15

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING THE COLLECTIVE BARGAINING AGREEMENT WITH
POLICE BENEVOLENT ASSOCIATION (PBA)**

ORDERED, that the attached Collective Bargaining Agreement with the Police
Benevolent Association for January 1, 2014 through December 31, 2016,
is hereby approved.

CITY OF PORTLAND
MEMORANDUM

To: Mayor Michael Brennan and Members of the City Council

From: Thomas Caiazzo, Labor Relations Manager

Date: February 3, 2015

RE: Tentative Agreement with Police Benevolent Association (PBA)
On a Successor Contract – Second Reading on February 23, 2015

City staff has reached a tentative agreement with the Police Benevolent Association (PBA) which is within guidance provided for by Council. The PBA represents 125 police officers and detectives in the Portland Police Department.

The Union has ratified the tentative agreement and the Administration recommends your support for the agreement.

Terms of the Agreement include a three (3) year contract with general wage increases of 1% effective January 5, 2014; 1.0% effective July 6, 2014; 1.0% effective January 4, 2015 and 3% effective January 3, 2016.

Other economic agreements are as follows:

Article 4.2.1 – increase full-time specialty stipend from \$30.00 to \$40.00 per week.

Article 4.2.2 – add part-time specialty stipend of \$30.00 per week.

Article 8 Clothing, 8.2.1 – increase patrol equipment and apparel allowance from \$250.00 to \$300.00 effective FY 2015. Provide Critical Response Unit (CRU) members a \$500.00 per year apparel & equipment allowance. Provide Honor Guard members (15 max) with a \$200.00 per year apparel and equipment allowance.

The contract term is January 1, 2014 through December 31, 2016.

The total direct costs of the general wage increases are \$358,000; however, \$158,000.00 has already been appropriated and accounted for through the FY 14 and FY 15 budget approval process.

This item had a first reading on February 9, 2015.

Cc: Sheila Hill-Christian – Acting City Manager
Danielle West-Chuhta – Corporate Counsel
Jennifer Thompson – Associate Corporate Counsel
Michael Sauschuck – Portland Police Chief
Janice Kimball – Acting Human Resources Director
Suzanne Knight – Acting Finance Director
Carlene Kessler – Principal Admin Officer
Jennifer Lodge, Asst. Budget Director
Lori Schools, Financial Specialist

*Order 157-14/15
Tab 11 2-23-15*

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER ACCEPTING 2014 ANNUAL REPORT AND 2015 BUDGET PLAN
OF THE PUBLIC ART COMMITTEE**

ORDERED, that the 2014 Annual Report and 2015 Budget Plan of the Portland Public Art Committee, attached hereto as Attachment A, is hereby accepted.

**CITY OF PORTLAND, MAINE
CITY COUNCIL AGENDA REQUEST FORM**

TO: Mayor Brennan and Members of the Portland City Council

FROM: Alexander Jaegerman, Director of Planning Division

DATE: February 10, 2015

DISTRIBUTION: City Manager, Mayor, Corporation Counsel, Somia Bean, Nancy English,
Julie Sullivan

SUBJECT: Agenda Request Re: Public Art Committee Report and Budget Plan

SPONSOR: Lin Lisberger, Chair, Portland Public Art Committee, and Councilor David Marshall

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading N/A Final Action Feb. 23, 2015

Can action be taken at a later date: ☒ Yes ☐ No (If no why not?)

PRESENTATION: (List the presenter(s), type and length of presentation)

The Portland Public Art Committee requests an opportunity to make a brief (five minutes) presentation to the Council summarizing the PPAC accomplishments over the last year and plans for the next year, for the Council's consideration.

I. SUMMARY OF ISSUE

Order accepting the 2014 Annual Report and 2015 Budget Plan of the Portland Public Art Committee, accepting the gift of *Puffin* by Bernard Langlais from Ann Waldron, and adding *Puffin* to the Portland Public Art Collection. Sponsored by Councilor David Marshall and Lin Lisberger, Chair of the Portland Public Art Committee.

II. REASON FOR SUBMISSION (What issue/problem will this address?)

The Portland Public Art Ordinance requires the Portland Public Art Committee to make an Annual Report to the Council to present an Annual Public Art Plan with proposed budget for the Council's consideration.

III. INTENDED RESULT (How does it resolve the issue/problem?)

Present the 2014 Annual Public Art Report and 2015 Budget Plan. Included in the plan is the proposed gift of an additional Langlais sculpture, *Puffin*. Acceptance of this report results in the acceptance of the gift and its addition to the collection, and approval of the proposed budget.

IV. COUNCIL GOAL ADDRESSED

The Public Art Committee efforts seek to improve and enhance the quality of life of all Portland residents and visitors.

V. FINANCIAL IMPACT

The 2015 budget plan uses funds already within the PPAC budget, which are generated through the ½ % for Public Art in the CIP. Acceptance of the Annual Report and Budget Plan constitutes acceptance of the proposed budget allocations contained within the plan. The budget allocations for 2015 continue ongoing programs of conservation, community art, and the acquisition/commission of artwork for Congress Square and a yet unidentified location.

VI. STAFF ANALYSIS AND RECOMMENDATION

On January 21, 2015, the Portland Public Art Committee voted unanimously to approve the 2014 Annual Report and 2015 Budget Plan for submission to the Portland City Council. Staff recommends that the City Council accept the recommendations of the 2014 Annual Report and 2015 Budget Plan.

Attachments:

1. PPAC 2014 Annual Report and 2015 Budget Plan
2. Images of *Puffin* by Bernard Langlais

2014 Annual Public Art Committee Report 2015 Budget Plan

OUTLINE OF REPORT

I. Overview

II. Administrative Updates

Committee Members

Administrative Policies – Five Year Goals

Gifts and Gifts Subcommittee

Seeking Donations

Promoting Public Awareness and Engagement

III. Conservation & Maintenance

Conservation & Maintenance

- Public Art Plaques

IV. Accomplishments in 2014

Community Art Work Program

- Portland Brick

Collection Updates

- Portland Jetport
- Bernard Langlais Estate Gifts
- Promised gift of Bernard Langlais' Puffin to the Public Art Collection by Ann Waldron

Congress Square Art Selection Panel

Communication Subcommittee

Temporary Public Art

- New Guidelines
- First Approved Temporary Art Application
- Civic Center Temporary Art at Free Street

Relocation of *Cloud Couch* by Vivian Beer

V. Fiscal Year 2015 Expenditures Report & Proposed Budget for Fiscal Year 2016

I. OVERVIEW

In April 2000, the City Council established the Portland Public Art Program to preserve, restore, and enhance the City's public art collection. The Portland Public Art Committee (PPAC) is tasked to commission art which engages the surrounding environment to facilitate a sense of place by expressing the spirit, values, and visions of Portland through public art.

The public art collection currently contains fifty-seven permanent pieces installed throughout Portland and one long-term loan. The collection contains works of both historical significance dating from the nineteenth century; and contemporary pieces reflecting Portland's diversity and spirit. The PPAC administers the Portland Public Art Program. The Committee has also overseen the development of projects that can be categorized as Environmental Art Works and Temporary Art Works. The Committee's responsibilities are outlined in Article XI of the City Code (Public Art Program). The Committee utilizes the Guidelines for the Public Art Ordinance (Volume 1, Number 1 – adopted 2008) for direction in administering their responsibilities.

A key element of the Portland Public Art Program is the establishment of a percent-for-art ordinance. This program allocates .05% of the City's annual Capital Improvement Project (CIP) budget for the restoration, maintenance or acquisition of permanent public art.

The Portland Public Art Committee is responsible for the following:

- Develop and present an Annual Public Art Plan to the City Council which includes recommendations for the use of allocated CIP funding; program administration; conservation of the collection; and initiation of new projects;
- Provide recommendations to the City Council regarding proposed gifts to the collection; Seek donations to fulfill Committee responsibilities in the case that CIP funding is insufficient;
- Recommend appropriate locations for the installation of public art;
- Promote public awareness and engagement between the public and the collection.

II. ADMINISTRATIVE UPDATES

Committee Members

In the beginning of 2014, the Portland Public Art Committee consisted of James Cradock, Jenna Crowder, Jere Dewaters, Terry Dewan, Penny Harris, Alison Hildreth, Pandora LaCasse, Councilor David Marshall, Tony Meunch, Vice Chair Julia Kirby, and Chair Lin Lisberger.

The Committee as of January 2015 is as follows:

Lin Lisberger, Chair, Artist and Professor of Art at USM;

Julia Kirby, Vice Chair, Development Director at St. Lawrence Arts

James Cradock, Information Technology consultant at Yellahoose LLC;

Jenna Crowder, Artist and Admissions assistant at MECA (appointed in September 2013 to fill out Patricia Murtagh's term);

Christopher Devlin, attorney at UNUM

Corey Templeton, photographer and UNUM employee, City Manager's appointee (appointed to replace Terry DeWan)

Alison Hildreth, Artist;

Pandora LaCasse, Artist and Portland's seasonal lighting sculptor;

Penny Harris, Creative Portland representative;

David A. Marshall, City Council representative and Artist;

Anthony Muench, Landscape Architect

Management & Administration

Alexander Jaegerman, Planning Division Director

Caitlin Cameron, Urban Designer

Administrative and Policy Matters

Five Year Goals

In October 2012 the Committee held a workshop and agreed upon the following objectives for the coming five years:

- To commission and execute a signature piece of the Public Art Collection and to grow available funding until a commission has been made. The Committee intends to reserve a portion of the CIP allocation over the next couple fiscal years in order to afford a large commission that will be highly valued by the greater Portland community;
- To increase the prevalence of public art in regions of outer Portland. This may be in the form of Community Art Projects, or temporary art event coordination. This objective aims to support current City projects aimed at increasing the use of pedestrian and bicycle as modes of transportation;
- To initiate a formal process for the installation of temporary public art (maximum one year) on public sites. (See Temporary Public Art Guidelines subcommittee and Updated Temporary Art Guidelines);
- To activate public education, interest, and enjoyment of public art by providing public art walks or public art guides in Portland; and to publicize and archive the collection. (See Portland Public Art Committee Website);
- To increase donation solicitation for projects supported by the PPAC, particularly for projects that enhance community engagement and identity. For many communities, semi-permanent art may be more desirable than permanent pieces and therefore such initiatives would require non-CIP funding;
- To promote the acquisition of derelict land that can be used for the public/communities;
- To have greater influence on site selection for gifts and commissioned works. This specific vision was prompted by a handful of endearing pieces that become either underutilized or inappropriate for the location in which they are placed. (See Sites sub-committee);
- To provide a forum for public input.

Ultimately, these visions aim to contribute to Portland's identity as a cultural destination. The Committee recognizes that the prevalence and quality of Public Art will greatly contribute to Portland's overall image and increase both national and international recognition.

Gifts and Gifts Subcommittee

Many of the pieces in the collection are gifts or have been subsidized by donations – the Bernard Langlais Estate gave ten restored sculptures to the City's Public Art Collection, William Hamill donated several more sculptures to the Portland International Jetport (See Collection Updates), and the Davistown Museum gave Jay Sawyer's *A Spirit of It's Own* as a long-term loan to the Portland Jetport. In December 2014 the committee added a Gifts subcommittee in order to manage further gift donations and siting; this committee is comprised of Julia Kirby, Lin Lisberger, and Chris Devlin. The Jetport Curator shall also be included in this committee for any future proposed gift to the Jetport.

Seeking Donations

As stated above, soliciting donations must be an increased focus of the Committee because of the

nature of the CIP allocations. Anything funded using the CIP budget must have a projected life-span of at least 20 years. Since the Public Art Program applies to all forms of public art, the committee must actively seek donations for any semi-permanent, rotating, or temporary installments, and for large-scale significant pieces.

Promoting Public Awareness and Engagement

The PPAC continues to update and make improvements to the collection website: publicartportland.org

The Portland Public Art Collection was also recently added to the CultureNOW *Museum Without Walls* website. www.culturenow.org

The PPAC also hosted a public lecture with the Portland Public Library by Hannah Blunt, Colby Museum Assistant Curator, who was instrumental in cataloguing the Langlais Estate and is an expert in the work of Bernard Langlais.

III. DEACCESSIONS, CONSERVATION & MAINTENANCE

It is essential to the longevity and safety of the works in the collection to engage a conservator for conservation and repair of our public art collection. The collection requires on-going assessment and maintenance. Jonathan Taggart, of Taggart Object Conservation has been contracted on an annual basis to provide ongoing conservation work on the collection. In 2014, conservation and maintenance work included removing graffiti from *Rustle Diptych II*. Additional services yet to be performed in 2015 include the installation of bronze plaques for new artwork.

IV. ACCOMPLISHMENTS IN 2014

Community Art Works Program

The Portland Public Art Committee reviews projects that are commissioned in the following categories: Community Art Works, Expressive Art Works, Art Works of Remembrance, and Functional Art Works. The Community Art Works program encourages collaborations between artists and community members to create public art in the neighborhoods of Portland. Community Art Works express the memory, values, traditions, customs, or aspirations of community members, address significant neighborhood sites, and/or respond to the character and history of particular places.

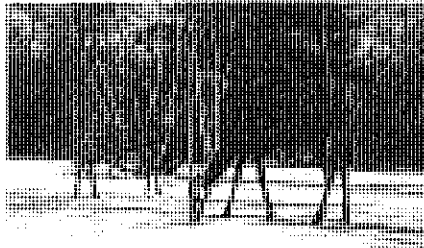
Portland Brick

In 2014 the Committee worked with The Portland Brick Project to develop a community art project that will begin in the India Street neighborhood. Portland Brick consists of Ayumi Horie, a ceramic artist, and Elise Pepple, an independent producer of place-based audio documentary. As stated by the artists, "Portland Brick is a multifaceted public art project that marries together community, function, and history through technology, live performance, and the fabrication of bricks. By collaborating with a historian and crowd sourcing future wishes and memories from current residents through social media and a website, we hope to create an everyman's history, present, and future of Portland. The project consists of three parts. First, historical facts, individual memories, and future wishes (limited to 140 characters) will be stamped into local Stroudwater brick clay that has been customized in shape to fill gaps in existing brick sidewalks. ... Second, the website will connect residents and tourists to an online map of the brick locations. ... Third, to kick off this project we will host a live story telling event..." The Committee voted to fund this community art project with \$5,000 and the City Council accepted the project in December 2014. The project is due to be installed Spring 2015.

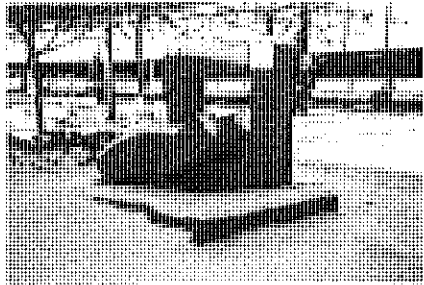
COLLECTION UPDATES

Portland Jetport:

Gifts from Mary Louise and William Hamill



Glimpse by Wendy Klemperer had two more sculptures added. These two deer were sited on a hill near the exit from the parking lot.

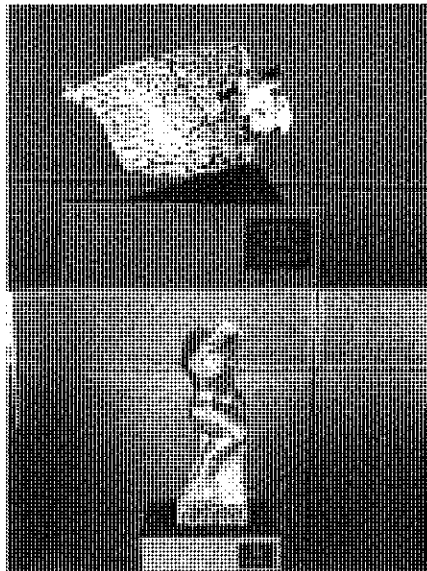


Link by Jesse Salisbury was sited along the roadway between the parking garage and the terminal. This placement connects the two existing sculptures in a sight-line and completes an outstanding installation. This split and carved piece is made from one solid granite block forming two connected links.

Interior Jet port pieces:



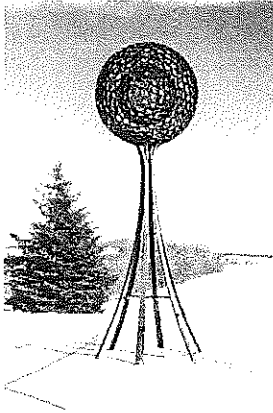
Carved Rabbit by Lise Becu is a small, carved granite rabbit placed at a height that invites engagement of children.



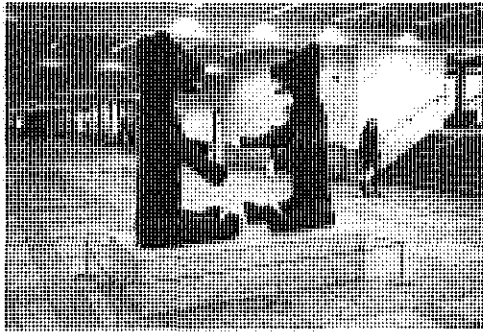
Gyre Falcon by Andreas Von Huene is carved from feldspar and wood.

Figure by Don Meserve is a carved granite sculpture.

Other Jetport Installations



A Spirit of Its Own by Jay Sawyer was installed along the entrance road to the Jetport in June 2014. This is a sculpture loaned indefinitely by the Davistown Museum of Owls Head made with aviation shear rings from the naval airbase in Brunswick.



Playing Bears, a large wood sculpture by Bernard Langlais was installed inside the Jetport in August 2014 after having been placed temporarily in the Public Library. This is one of a large group of Bernard Langlais sculptures given to the City by Colby College and the Kohler Foundation. In 2015, PPAC will add information signage to the walls of the Jetport talking about the City's Langlais collection.

Bernard Langlais Sculptures

Installation began in June 2014 and is almost completed at this time. Seven abstract reliefs still need to be installed at the Burbank branch and Peaks Island branch of the Public Library. The installation has been funded by \$30,000 set aside in the current budget.

Standing Bear at the Ocean Gateway Visitor Center

Playing Bears at the Portland International Jetport

Birdhouse Heads (3) at Portland High School

Birdhouse Heads (2) at Deering High School

Birdhouse Heads (3) at Casco Bay High School/PATHS

Elephant at The Portland Public Library Main Branch Children's Room

Acrobatic Dogs at the Portland Public Library Main Branch

Hanging Lion Head at the Portland Public Library Peaks Island Branch

Group of small reliefs at the Portland Public Library Peaks Island Branch

Relief at the Portland Public Library Burbank Branch (not yet installed)

Potential New Langlais Gift

Ann Waldron has promised a Bernard Langlais piece, called *Puffin*, from her collection to the Portland Public Art Committee. Plans are under discussion to site this sculpture at Casco Bay Lines Ferry Terminal.

Congress Square Art Selection Panel

A committee was formed of members of PPAC and the public to begin the process to select a significant piece of public art for Congress Square. The committee consists of Pandora Lacasse, Alison Hildreth, and Tony Muench (PPAC members), Frank Turek (Friends of Congress Square), Jessica May (Portland Museum of Art), Jessica Tomlinson (MECA), Scott Simon (architect), Anne Buckwalter (neighborhood member and Space Gallery), Bruce Wennerstrom (Westin Hotel), and the Congress Square Redesign design team. The committee met with Mark Bessire in December 2014 to discuss fundraising ideas and promotion of greater public understanding of public art and placemaking through a series of lectures.

Communication Subcommittee

Plans for an expanded Art in Our Front Yard series are in the works for 2015. Grant money will be sought to videotape the talks to post on the Public Art website, but the talks will proceed without the grant money if necessary. Local “celebrities” will give the talks and the time for the talks will vary, most of the in-town ones being in the lunch hour. We began this new series in December 2014 with “Santa” giving a talk about Langlais’ *Standing Bear* at Ocean Gateway terminal. The Time & Temperature Building read STND BEAR during the same week bringing public awareness of the Langlais installations.

Temporary Public Art

Guidelines Subcommittee (2014)

In November of 2012, PPAC formed a subcommittee to write guidelines for any temporary art installations on City property. City Council approved these guidelines with the acceptance of the previous Annual Report and the information was posted on the PPAC and City’s website.

Civic Center Temporary Art at Free Street

PPAC had a role in developing a design solution for the Civic Center brick wall on Free Street which was a condition of approval for the recent Civic Center renovations. The Civic Center chose to pursue a temporary art solution in collaboration with a MECA class to install a mural.

First Temporary Art Project under the New Guidelines

Local artist Andy Rosen applied for approval of a temporary artwork, *UNPACK*, that would be installed on the waterfront near Ocean Gateway Terminal. The project was approved conditionally for installation in the fall of 2015.

Relocation of Cloud Couch by Vivian Beer



Cloud Couch by Vivian Beer was sited in Winslow Park but because of the lack of accessibility to the general walking public the PPAC relocated the bench to a site about half way around Baxter Boulevard. The site is on the water side of the Boulevard, across from the exit road from Payson Park. This relocation was done by the Department of Public Works in the spring of 2014 and during the summer Jeff Tarling cleared a considerable amount of brush in order to broaden the lovely view of the City from the bench.

V. 2015 EXPENDITURES REPORT & PROPOSED BUDGET

The City allocates .05% of the annual Capital Improvement Project (CIP) budget for the restoration or acquisition of permanent public art. The allocation for FY15 was \$63,000.00. The beginning balance for FY15 was \$295,699. This 2015 Budget Plan does not include the .05% from the FY16 which is unknown at this time.

Remaining Expenditures from approved 2014 budget plan:

- A. Budgeted
 - a. Conservation and Maintenance
\$5,000.00
- B. Encumbered/Expended
 - a. Installation of Bernard Langlais Sculptures
\$30,000.00 encumbered
- \$3,535 expended
- C. Invoiced
 - a. Community Art Project, Portland Brick
\$5,000.00

Programmed Expenditures from previously approved budget: \$40,000.00

Total available balance for 2015 is \$255,699.00

For 2015, the PPAC proposes the following list of expenditures:

- A. Programmed
 - a. Conservation and Maintenance
\$5,000.00
 - b. One community art project, unidentified
\$5,000.00
 - c. Contingency and reserve fund
\$10,000.00
 - d. New Acquisition/Commission for Congress Square
\$225,000.00
 - e. New Acquisition
\$10,699.00

Total Programmed for 2015:

\$255,699.00

The Committee is currently reserving CIP funds to be used for a large commission within the coming five years. This will be associated with the developments at Congress Square, which has figured prominently in our considerations going forward. We will be engaged with the planning process for Congress Square to assess the role of public art in this space.



*Order 158-14/15
Tab 12 2-23-15*

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER ACCEPTING
THE GIFT OF PUFFIN BY BERNARD LANGLAIS
AND ADDING THIS WORK TO THE CITY'S PUBLIC ART COLLECTION**

ORDERED, that the City hereby gratefully accepts the gift of "Puffin," a sculpture by Bernard Langlais, and adds it to the Portland Public Art Collection; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the Acting City Manager to execute any related documents necessary or convenient to carry out the intent of this order.

Order 159-14/15
Tab 13 2-23-15

MICHAEL F. BRENNAN (MAYOR)
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IN THE CITY COUNCIL

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NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING PURCHASE AND SALE AGREEMENT
WITH SUSTAINABLE CLIFF ISLAND
FOR CLIFF ISLAND PROPERTY AT 16 FISHERMAN'S COVE**

ORDERED, that the Acting City Manager is hereby authorized to execute the Purchase and Sale Agreement with Sustainable Cliff Island for 16 Fisherman's Cove on Cliff Island, in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the Acting City Manager is hereby authorized to execute whatever documents are necessary to effect the intent and purpose of the Agreement.



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

City Council Agenda Item

TO: Mayor and Members of the City Council

FROM: Greg Mitchell, Economic Development Director

DATE: January 29, 2015

RE: Order Authorizing Purchase and Sale Agreement with Sustainable Cliff Island for Sale Tax-Acquired Property on Cliff Island – 16 Fisherman's Cove, 109B-F-39

SPONSOR: Housing and Community Development Committee/Councilor Kevin Donoghue, Chair

COUNCIL MEETING DATE ACTION IS REQUESTED:

One reading/final action: February 23, 2015

Can action be taken at a later date: Yes.

PRESENTATION: Greg Mitchell/5 Minutes

I. Summary of Issue

This matter is being presented to the City Council for authorization of Purchase and Sale Agreement with, Sustainable Cliff Island (SCI) for the sale of tax-acquired property on Cliff Island at 16 Fisherman's Cove. SCI was the sole bidder in response to the City's RFP for its sale.

II. Reason for Submission

Under authorization from the HCDC, staff negotiated a Purchase and Sale Agreement with SCI in the form substantially attached, for HCDC recommendation to the City Council for approval.

III. Intended Result

The intended result is to authorize sale of the tax-acquired property to SCI, who will then return the property into a working fuel station, and renovate the single family house for year round affordable island housing.

IV. Council Goal Addressed

Promote Housing Availability – Provide increased availability in all segments of the housing market while insuring that there is a suitable balance of housing opportunities among those sectors.

Economic Development – Promote Economic Development in the City in a manner that provides for increased property values, diversification across industry sectors, and high paying jobs.

V. Financial Impact

SCI has offered \$10,000 for the property. Taxes, interest, and costs to date owed on the property are approximately \$53,545. Based on guidance from the HCDC, staff and SCI have negotiated a forgivable Promissory Note and Mortgage included as Exhibits in the Purchase and Sale Agreement, in the amount of \$43,545 that would only be due and payable to the City should any covenants be violated. The Note does not bear interest and is forgiven at the end of the 20-year “Restriction Period” as noted in the Quitclaim Deed, assuming no covenant violation. In the event that SCI is unable to raise sufficient funds to make necessary improvements to the property, the mortgage contains a subordination provision that would require the City to subordinate its mortgage to a future lender’s mortgage securing a loan up to \$300,000, provided that the loan is made to finance improvements that are required by the residential or commercial covenants.

As part of the closing process in this sale, the Finance Department would then write off the remaining back taxes, interest, and costs, as noted in the Purchase and Sale Agreement.

VI. Staff Analysis

RFP Weighted Criteria

The RFP had the following weighted criteria/maximum scoring points:

A.	Fuel Station Kept in Operation	50 Points
B.	Year Round Affordable Island Housing	30 Points
C.	Total price offered for property	20 Points
D.	Donation of Land for Public Services (1 to 2 acres buildable land)	10 Bonus Points

Because one proposal was received, no scoring of proposals was needed.

SCI met the weighted criteria, except for “bonus” Item D; no donation of land for Public Services was offered. The following provides highlights of SCI’s proposal:

A. Fuel Station Kept in Operation

SCI will remove the old, existing fuel tanks and replace them with two new double-wall tanks with a total capacity of less than 1,300 gallons. These size fuel tanks are below Maine DEP guidelines threshold of 1,320 gallons; anything above would require a Spill Prevention, Control, and Countermeasure (SPCC) Plan be in place.

Additionally, SCI agreed to clean up and remove any contaminated soil and install required containment infrastructure. SCI's proposal notes that they contracted with Woodard & Curran for a Phase II Environmental Assessment regarding clean-up of the site, and SCI is researching foreseeable expenditures for creating a near-term budget. Inasmuch, SCI has applied to the Greater Portland Council of Government for a Brownfield grant to assist with clean-up costs. That application is pending at this time.

SCI notes that over the coming decades, they will maintain an available fuel supply adequate to meet island needs. SCI's Board includes individuals with extensive knowledge of the fuel operation.

Also, SCI in their proposal commits to rebuilding the fuel dock so that Cliff Island and other fishermen along with recreational boaters can safely use the dock.

B. Year Round Affordable Island Housing

SCI commits to renovate the existing home and make it available for a tenant or tenants who meet affordable housing criteria. SCI will apply State and City standards in assessing determining affordable housing qualifications and consult with established affordable housing organizations on the other year-round Maine island communities. SCI expects to rent to a person or family who can add to the Island's labor force and which may have children to attend Cliff Island School. SCI's team includes an attorney with affordable housing experience.

C. Total Price Offered for the Property

SCI offered \$10,000.

SCI is a private corporation, established in 2013 and in the process of becoming a 501c3 nonprofit. Until the IRS approves their request, SCI has a formal agreement with The Island Institute to serve as its fiscal agent, a copy of which has been provided to City staff. SCI has received seed funding financial support from Cliff Island's civic organization – the Cliff Island Association. SCI states they fully understand the scope of this project and they are capable of making this project sustainable and successful. One additional noted public benefit is the employment opportunities during Project construction and on-going Project operation and maintenance.

D. SCI Ability to Undertake the Project

SCI's Board has experience in pursuing grants and fund raising initiatives. Also, one hundred percent of the Board has made financial contributions to SCI. SCI understands this is a substantial financial undertaking and they have stated they are up for the task.

SCI will be utilizing both volunteer and paid labor for construction and will secure all required development regulatory approvals.

SCI's Business Plan calls for near-term expenditure of \$30,000 including, but not limited to:

1. Purchase
2. Legal Fees
3. Site Clean-up

4. Permits
5. Taxes
6. Insurance

Expenditure of \$300,000 over the next two years in the following categories includes:

1. Upgrade the fuel operation to all current standards;
2. Upgrade the septic system to legal status;
3. Gut and renovate the house suitable to rental occupancy;
4. Rebuild the former grocery store suitable to at least the level of a small convenience store, to also cater to boaters.
5. Rebuild the wharf suitable to safely and comfortably tie up boats for fueling; and,
6. Build and install a float for cultivating recreational boaters' fuel and chandlery needs.

VI. Recommendation

Staff has reviewed the documents and recommended to the HCDC that they be forwarded to the City Council for authorization of the Purchase and Sale Agreement, with its Exhibits, in substantially the form as attached and any other documents that the office of the Corporation Counsel deems necessary and in the City's best interests to complete the transfer of the property to SCI, including writing off remaining back taxes, interest, and costs.

The HCDC reviewed this item at its January 28, 2015, meeting and unanimously (3-0 [Councilor Mavodones absent]) voted to forward this to the City Council for approval as recommended by staff.

- VII. Attachments:**
- Aerial View of 16 Fisherman's Cove, (p. 5)
 - Pictures of Fuel Station area, and portion of residence (pp. 6 and 7)
 - Purchase and Sale Agreement, with Exhibits: (pp. 8 to 10)
 - A. Municipal Quitclaim Deed and its Exhibits: (p. 11)
 - a. Metes and Bounds Description (pp. 12 and 13)
 - b. Residential Restrictions (pp. 14 to 17)
 - c. Commercial Restrictions (pp. 18 to 20)
 - d. City Option (pp. 21 and 22)
 - B. Promissory Note (pp. 23 to 25)
 - C. Mortgage and Security Agreement, and Exhibit: (pp. 26 to 35)
 - a. Metes and Bounds Description (p. 36)
 - Proposal from SCI (pp. 37 to 43)



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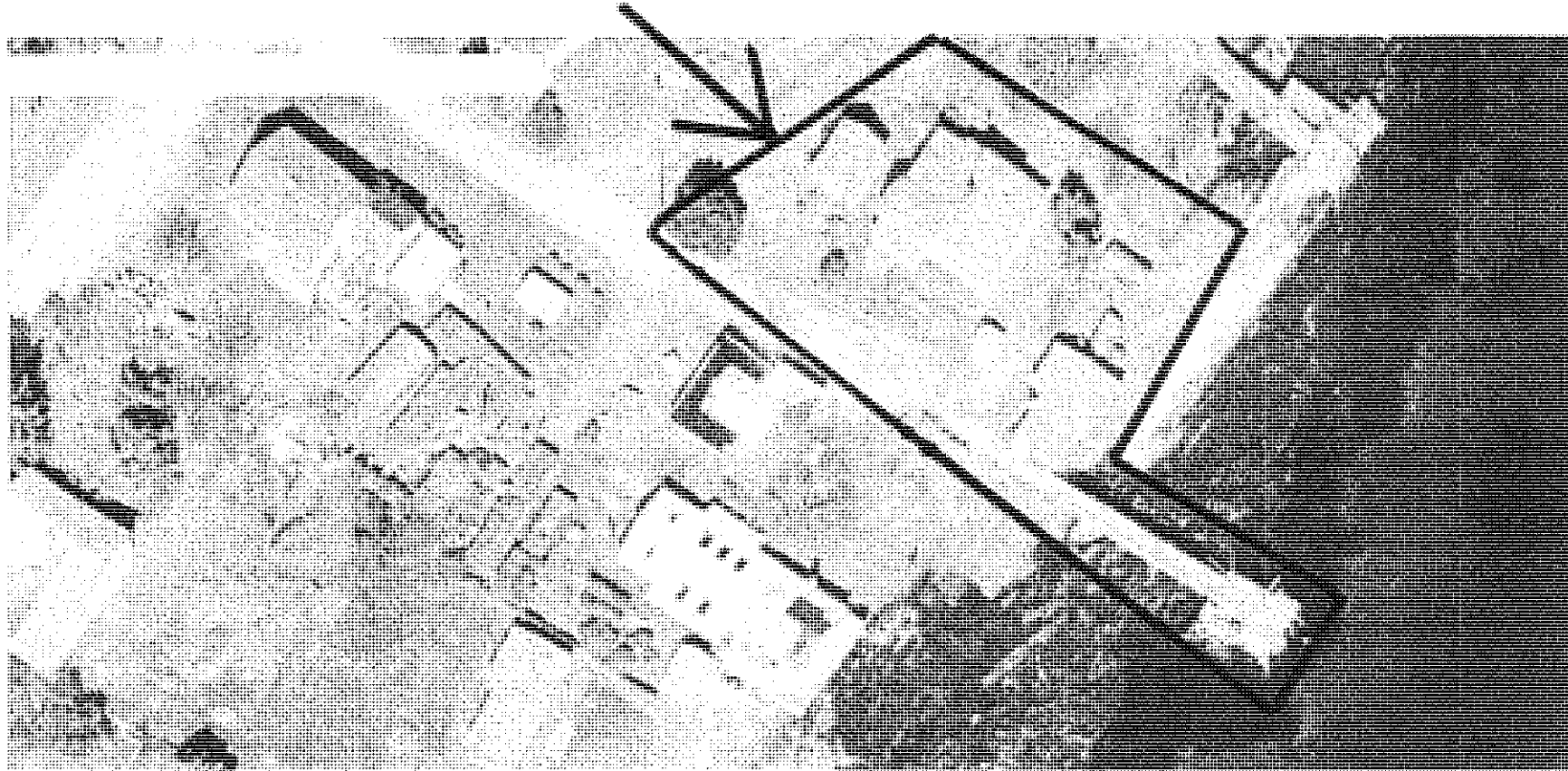
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16 Fisherman's Cove, Cliff Island, ME



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PURCHASE AND SALE AGREEMENT

THIS AGREEMENT for the purchase and sale of real estate made as of this _____ day of _____, _____ by and between the **CITY OF PORTLAND**, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as "**CITY**"), and **SUSTAINABLE CLIFF ISLAND**, a Maine non-profit corporation, with a mailing address of P. O. Box 84, Cliff Island, Maine 04019 (hereinafter referred to as "**BUYER**").

W I T N E S S E T H:

WHEREAS, **CITY** is the owner of certain real property located at 16 Fisherman's Cove, on Cliff Island, in Portland, Maine, as more fully described in the quitclaim deed attached hereto as Exhibit A, and incorporated herein (the "Premises"); and

WHEREAS, the **BUYER** desires to purchase the Premises;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

1. SALE

CITY agrees to sell to **BUYER** the Premises, and **BUYER** agrees to buy the Premises and accept the deed to the same, for the consideration set forth here.

2. CONSIDERATION

The consideration for the Premises shall be Fifty-Three Thousand Five Hundred Forty-Five Dollars (\$53,545.00). The City acknowledges receipt of \$1,000 paid to it as of the date of this Agreement. At closing, **BUYER** shall execute and deliver to **CITY** a promissory note in the amount of Forty-Three Thousand Five Hundred Forty-Five Dollars (\$43,545.00), which amount represents the real estate taxes owed on the Premises that the City will write off following closing, such note to be in substantially the form attached hereto as Exhibit B (to be secured by a mortgage and security agreement in substantially the form attached hereto as Exhibit C) and pay to the **CITY** in immediately available funds the remaining Nine Thousand Dollars (\$9,000.00).

3. TITLE

Title to the Premises shall be conveyed by Quitclaim Deed, subject to certain residential and commercial covenants and restrictions, in substantially the form attached hereto as Exhibit A.

4. **BUYER** acknowledges that **BUYER** has had an opportunity to inspect the Premises, and to hire professionals to do so, and that Premises will be sold "as is, where is" and "with all faults". **CITY**, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to

development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Premises. Furthermore, City and its agents make no representations or warranties regarding the number, quantity, quality, or count of any items of personal property. Acceptance by BUYER of the Deed and Bill of Sale at closing and payment of the purchase price shall be deemed to be full performance and discharge by the CITY of every agreement and obligation contained herein.

5. INDEMNIFICATION TO CITY

BUYER hereby agrees to release, defend, indemnify and hold harmless the CITY, its officers, agents, and employees from and against any and all claims, demands, liability, loss, cost or expense (including but not limited to attorneys' fees and other costs of litigation) that may be incurred by the CITY arising out of or in any way related to the CITY'S ownership, use, or maintenance of the Premises, or the ownership, use, or maintenance of the Premises by the CITY'S predecessors in title or any other third party. BUYER'S obligations in this paragraph shall survive the BUYER'S ownership of the Premises and shall be binding upon BUYER's successors and assigns. At closing, BUYER agrees to execute a separate Agreement incorporating the terms of this paragraph and agrees that such Agreement shall be recorded with the Deed in the Registry of Deeds.

6. CONTINGENCIES

This Purchase and Sale Agreement is further subject to only the following contingency:

Approval of this Purchase and Sale Agreement by the Portland City Council.

While not contingent on financing, CITY understands BUYER may apply to CITY for financing in connection with BUYER's redevelopment of the Premises.

7. CLOSING

The closing shall be held at City Hall, within thirty (30) days after approval of this Purchase and Sale Agreement by the Portland City Council, at a time agreeable to the parties.

8. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

9. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maine.

10. NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficient if mailed with first class postage affixed or delivered in person to:

FOR THE CITY: City of Portland
ATTN: CITY MANAGER
389 Congress Street
Portland, ME 04101

FOR BUYER: Sustainable Cliff Island
P. O. Box 84
Cliff Island, Maine 04019

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first written above.

CITY OF PORTLAND

WITNESS

Sheila Hill-Christian
Its Acting City Manager

SUSTAINABLE CLIFF ISLAND

WITNESS

Roger Berle
Its Treasurer

Approved as to Form:

Approved as to Funds :

Corporation Counsel's Office

Director of Finance

**MUNICIPAL
QUITCLAIM DEED**

KNOW ALL PERSONS BY THESE PRESENTS, that the **CITY OF PORTLAND**, a body corporate and politic with a mailing address of 389 Congress Street, Portland, Cumberland County, Maine (the "City") for consideration paid, releases, and quitclaims without covenant, to **SUSTAINABLE CLIFF ISLAND**, a Maine non-profit corporation, with a mailing address of P. O. Box 84, Cliff Island, Maine 04019 (the "Grantee"), the real property in the City of Portland, County of Cumberland, State of Maine, particularly described in EXHIBIT A attached hereto and hereby made a part hereof.

The property herein conveyed is subject to the terms, restrictions and conditions in Exhibits A, B, C and D attached hereto and hereby made a part hereof.

IN WITNESS WHEREOF, Suzanne Knight, Acting Finance Director of the City of Portland, has hereunto executed this instrument on this ____ day of _____, ____.

WITNESS

CITY OF PORTLAND

By: _____
Suzanne Knight, Acting Finance Director

STATE OF MAINE
CUMBERLAND, ss.

_____, 20__

Personally appeared the above-named Suzanne Knight, Acting Finance Director of the City of Portland, Maine, and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said City of Portland.

Before me,

Notary Public/Attorney-at-Law, Bar #_____

Print Name

Approved as to form:

Corporation Counsel's Office

EXHIBIT A
To Quitclaim Deed

109-F-39
16 Fisherman's Cove, Cliff Island
Liened by the City of Portland in
2008 and every year since then

A certain lot or parcel of land, with buildings thereon situated on the southeasterly side of Cliff Island in Casco Bay, in Portland, Cumberland County, Maine, bound and described as follows:

Beginning at a point in the westerly sideline of land formerly of Hannah C. Small, sixty (60) feet southeasterly from the "City Street", so-called; thence southwesterly parallel with said street, sixty-three (63) feet to land conveyed by Luch A. Small to George E. Nickerson; thence southeasterly along said Nickerson land to the seashore; thence northeasterly along said shore to land formerly of Hannah C. Small; thence northwesterly along the westerly line of land formerly of Hannah C. Small to the point of beginning; together with a right of way from the northwesterly corner of the land hereby conveyed to the "City Street" so-called, over a strip of land now or formerly of Lucy A. Small lying between lands conveyed to George E. Nickerson and Mary E. Hammond.

Also adjacent lot or parcel of land situated on the southeasterly side of Cliff Island, in Casco Bay, in Portland, Cumberland County, Maine, bounded and described as follows:

Beginning at the most northerly corner of the before described lot of land, and at a point sixty (60) feet southeasterly from the "City Street" so-called; thence northeasterly along the line of land conveyed by Hannah C. Small to Mary G. Hammond, fifty-three (53) feet to a point; thence southeasterly parallel with the northeasterly line of the before described lot of land to the seashore; thence southwesterly and southerly along the shore to the before described lot of land; thence northwesterly along the northeasterly sideline of the before described lot of land, to the point of beginning.

Subject to any encroachment that may exist now or may have existed before, caused by a wooden workshop building on the boundary of the property herein conveyed, but only to the extent that such encroachment is valid and enforceable.

Together with the buildings and improvements, including the wharf now situated on said premises, and the shore and flats abutting or appurtenant to the property herein conveyed, including all riparian rights, littoral rights and rights of fishery.

Also subject to the easement conveyed by Suzanne H. Rieth to Muriel S. Anderson by deed dated January 19, 1990 and recorded in the Cumberland County Registry of Deeds in Book 9065, Page 262.

Meaning and intending to convey, and hereby conveying, the same property as described in the tax lien certificate recorded on June 17, 2008, in the Cumberland County Registry of Deeds in

Book 26133, Page 234. Title reference is made to the Affidavit of Linda McLeod dated April 11, 2014, recorded in said Registry in Book 31598, Page 140.

Title reference is also made to the Personal Representative's Deed of Distribution from Bruce McAfee, Personal Representative of the Estate of Suzanne H. Rieth, (see Cumberland County Probate Docket No. 2003-141 to Holy Kessinger and Bruce Rieth, dated April 20, 2004) and recorded in said Registry in Book 21688, Page 1483.

EXHIBIT B
To Quitclaim Deed
Residential Restrictions

1. The covenants and restrictions on the Grantee set forth herein are intended to be and shall be considered covenants which run with the real estate described in Exhibit A attached hereto and shall bind all subsequent owners of the real estate described in Exhibit A attached hereto, except to the extent provided herein, but only during the Restriction Period.

2. The covenants of the Grantee set forth herein are enforceable by City as a contract except to the extent provided herein.

3. The covenants of the Grantee set forth herein shall survive a sale, transfer, or other disposition of the Premises by the Grantee, foreclosure or transfer of title in lieu of foreclosure, or the repayment of the loan, except to the extent provided herein.

4. (a) If the Premises is sold or transferred, as an owner-occupied Premises, the Premises shall remain affordable, year round island housing – i.e., affordable to a household earning 120% or less of the then U.S. Department of Housing and Urban Development moderate-income figure for metropolitan Cumberland County, Maine.

(b) If the Premises is sold or transferred, as non-owner-occupied Premises, the Premises shall be rented, leased or otherwise in accordance with Section 7(b) below.

5. The term “Restriction Period” as used herein shall mean the period beginning on the earlier of the date of the Certificate of Occupancy granted from the City of Portland for the residential portion of the Premises or three (3) years from the date of the deed to which this Exhibit is attached, and terminating on a date twenty (20) calendar years thereafter.

6. The Grantee agrees to comply with these restrictions throughout the Restriction Period.

7. The Grantee hereby covenants and represents to City as follows:

a. The Premises shall consist of the land described in Exhibit A together with a residential building and structures and facilities functionally related and subordinated thereto; and a commercial building and structures and facilities functionally related and subordinated thereto.

b. Septic system. Grantee shall either:

(1) on or before February 15, 2015, upgrade the septic system on the Premises in accordance with all local, state, and federal laws, rules and regulations and obtain the necessary upgraded Overboard Discharge permit from

the Maine Department of Environmental Protection and any other required approvals for the septic system; or

(2) within 2 years of the date of the deed to which this exhibit is attached, install a septic system on the Premises or obtain in a form satisfactory to Grantor an easement in perpetuity to tie into and use a septic system on the property located at 155-171 Church Street, Cliff Island, Maine, such septic system and easement to comply with all local, state, and federal laws, rules, and regulations.

c. If the residential building on the Premises is rented, leased or otherwise used by a non-owner:

- i. The total housing costs including rent and utilities of tenants occupying the rent restricted unit in Premises as of the date of these restrictions may not increase for twelve months beginning on the date of these restrictions.
- ii. The Grantee shall maintain all of the units included in the Premises rented or available for rental on a continuous basis to members of the general public throughout the Restriction Period; unless they are used by the Grantee. Rentals shall not generally be for less than six months, but with customary rights of termination.
- iii. Throughout the Restriction Period, the residential unit on the Premises must be occupied by individuals or families with households at or below 120% of area median income, but subject to the terms conditions stated herein, including (b)(vi) below.
- iv. Rent may not exceed 30% of the tenant's adjusted monthly gross income (also refer to Section (b)(iii) above).
- v. Income and area median income shall be as determined by the United States Department of Housing and Urban Premises and income limits shall be adjusted for family size.
- vi. At least annually, City shall determine whether the income, based on the current income, of the tenants residing in the Premises exceeds the applicable income limits as described in this Section 6 (the "Determination"). The Grantee shall furnish to City such information as City shall require, including certification of occupancy and tenant income, in order to assure that the covenants set forth herein are being fully satisfied.

- vii. A unit occupied by a tenant who, at the commencement of occupancy, met the applicable income limitations shall continue to be treated as occupied by a qualified tenant until the tenant's income exceeds one hundred fifty percent (150%) of the area median income, adjusted for family size, at the time of the most recent Determination. After such Determination, once the tenant departs the Premises, Landlord will rent to an income eligible tenant.
- viii. Grantee agrees to furnish to City such information as City may require in form acceptable to City, including without limitation certifications and/or verification of occupancy and tenant income certifications to determine Grantee's compliance with the covenants set forth herein.
- ix. Grantee shall maintain and keep current all records concerning the Premises, including, but not limited to, records related to compliance with the covenants contained in these restrictions, until the expiration of the Restriction Period. Upon reasonable notice, City may audit and examine these records, and may inspect the buildings and grounds at the Premises.
- x. Grantee shall use tenant lease forms acceptable to City, or, if there are no written leases, written and signed certifications by tenants to determine whether tenants meet the applicable income limits. Such leases or certifications shall contain clauses wherein each tenant certifies as to the accuracy of statements made relating to income and agrees that family income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, that the tenant will comply with all requests for information with respect thereto from the Grantee or City, and that failure to provide accurate information or refusal to comply with a request for information shall be deemed a violation of the tenancy.

8. Grantee agrees that it will cause the residential portion of the Premises to be kept in reasonable repair, and shall see that all reasonably necessary repairs are made.

9. Grantee agrees that it shall pay real estate taxes, as assessed by City, on Premises. In the event that ownership of the Premises or a portion thereof becomes tax exempt, either by transfer, conversion or otherwise, an amount shall be paid annually to City, equal to the amount that would have been assessed as real estate taxes had the Premises or a portion thereof remained taxable. Grantee shall notify any party to whom it transfers any of its interest in the Premises of this requirement. Nothing contained herein shall be deemed to limit or waive the right of Grantee to seek abatement of real estate taxes in accordance with law.

10. Grantee covenants and agrees to take such action as City deems necessary to comply with the covenants herein or to correct or cure any failure of the Grantee to comply with the covenants herein, including, without limitation, the eviction of any tenant in accordance with applicable law. In the event the Grantee fails to comply with the covenants set forth herein, and fails to cure such non-compliance within any applicable cure period, City shall be able to maintain an action in law or in equity against the Grantee to require the Grantee (through injunctive relief or specific performance) to comply with the provisions and covenants set forth herein and to immediately cure any failure to comply with the covenants set forth herein by the Grantee.

11. Grantee shall indemnify and hold City and its agents harmless from and against any and all claims, demands, liability, loss, cost or expense (including, but not limited to attorney's fees and other costs of litigation) which may be incurred by City arising out of or in any way related to the Grantee's breach of any of its obligations under these restrictions as a result of such breach. The obligations survive the termination or expiration of these restrictions as necessary to effect its provisions.

12. Grantee covenants that if a lien for the performance of work or the furnishing of labor or materials is filed against the Premises, Grantee shall cause it to be satisfied, discharged or bonded within a period of sixty (60) days after the date of filing of such lien.

13. These restrictions may be amended or modified in whole or in part only by written agreement of Grantee and City clearly expressing the intent to modify these restrictions.

14. The validity of any clause, part or provision of these restrictions shall not effect the validity of the remaining portions of thereof.

15. These restrictions shall be binding upon Grantee's respective heirs, personal representatives, executors, administrators, successors and assigns and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns.

EXHIBIT C
To Quitclaim Deed
Commercial Restrictions

1. The purpose of these restrictions is to ensure the continued availability of vehicular and marine petroleum-based fuel products, which have been sold from a portion of the Premises for many years, and by doing so, to make life on Cliff Island more easily viable.

2. The covenants and restrictions on the Grantee set forth herein are intended to be and shall be considered covenants which run with the real estate described in Exhibit A attached hereto and shall bind all subsequent owners of the real estate described in Exhibit A attached hereto, except to the extent provided herein, but only during the Restriction Period.

3. The covenants of the Grantee set forth herein are enforceable by City as a contract except to the extent provided herein.

4. The covenants of the Grantee set forth herein shall survive a sale, transfer, or other disposition of the Premises by the Grantee, foreclosure or transfer of title in lieu of foreclosure, or the repayment of the loan, except to the extent provided herein.

5. The term "Restriction Period" as used herein shall mean the period beginning on the earlier of the date of the Certificate of Occupancy granted from the City of Portland for the commercial portion of the Premises or two (2) years from the date of the deed from the City of Portland to which this Exhibit is attached, and terminating on a date twenty (20) calendar years thereafter. The City reserves the right to shorten or extend this Restriction Period. Nothing herein shall prevent Grantee from applying to the City for a shortened or extended Restriction Period, and the City shall in good faith consider and act upon Grantee's application.

6. The Grantee agrees to comply with these restrictions throughout the Restriction Period, as it may be reduced or enlarged as provided herein.

7. The Grantee hereby covenants and represents to City as follows:

a. The Premises shall consist of the land described in Exhibit A together with a residential building and structures and facilities functionally related and subordinated thereto; and a commercial building and structures and facilities functionally related and subordinated thereto.

b. Septic system. Grantee shall either:

(1) on or before February 15, 2015, upgrade the septic system on the Premises in accordance with all local, state, and federal laws, rules and regulations and obtain the necessary upgraded Overboard Discharge permit from

the Maine Department of Environmental Protection and any other required approvals for the septic system; or

(2) within 2 years of the date of the deed to which this exhibit is attached, install a septic system on the Premises or obtain in a form satisfactory to Grantor an easement in perpetuity to tie into and use a septic system on the property located at 155-171 Church Street, Cliff Island, Maine, such septic system and easement to comply with all local, state, and federal laws, rules, and regulations.

c. The existing commercial portion of the Premises, including the commercial building and structures and facilities functionally related and subordinated thereto, shall continue to be used only for commercial purposes, including but not limited to the sale of petroleum based fuel for vehicles and boats. Subject to the restrictions set forth herein, Grantee retains sole discretion concerning the operation of the commercial portion of the Premises, the pricing of goods and services, and the hours of operation of the commercial portion of the Premises.

8. Grantee shall maintain and keep current all records concerning the Premises, including, but not limited to, records related to compliance with the covenants contained in these restrictions, until the expiration of the Restriction Period. Upon reasonable notice, City may audit and examine these records, and may inspect the buildings and grounds at the Premises.

9. Grantee agrees that it will cause the commercial portion of the Premises to be kept in reasonable repair, and shall see that all reasonably necessary repairs are made; and that the Premises are brought into compliance with applicable laws and ordinances.

10. Grantee agrees that it shall pay real estate taxes, as assessed by City, on Premises. In the event that ownership of the Premises or a portion thereof becomes tax exempt, either by transfer, conversion or otherwise, an amount shall be paid annually to City, equal to the amount that would have been assessed as real estate taxes had the Premises or a portion thereof remained taxable. Grantee shall notify any party to whom it transfers any of its interest in the Premises of this requirement. Nothing contained herein shall be deemed to limit or waive the right of Grantee to seek abatement of real estate taxes in accordance with law.

11. Grantee shall indemnify and hold City and its agents harmless from and against any and all claims, demands, liability, loss, cost or expense (including, but not limited to attorney's fees and other costs of litigation) which may be incurred by City arising out of or in any way related to the Grantee's breach of any of its obligations under these restrictions as a result of such breach. The obligations survive the termination or expiration of these restrictions as necessary to effect its provisions.

12. Grantee covenants that if a lien for the performance of work or the furnishing of labor or materials is filed against the Premises, Grantee shall cause it to be satisfied, discharged or bonded within a period of sixty (60) days after the date of filing of such lien.

13. The City shall have the right and option to purchase either (at its election) the Premises, or the portion of the Premises used for commercial purposes, during the later of the last full year of the Restriction Period, or the calendar year 2034. The purchase price shall be the value of the real property, buildings, improvements and commercial fixtures related thereto, as determined by the assessor for the City of Portland. Additional terms of this option are set out in Exhibit D, attached hereto. The parties hereto hereby agree that this right and option to purchase, and the City's rights in the Premises thereby created, are immediately fully vested and are hereby deemed to be fully vested in any event, not contingent, and shall, by agreement, not be subject to the Rule Against Perpetuities, or any statutory enactment thereof, or similar law. If the City elects to separate the commercial portion of the Premises from the residential portion, it shall obtain and bear all costs of obtaining all necessary federal, state, and local permits and approvals for such separation, and shall also bear all costs associated with creating reciprocal easement agreements as to the two portions of the Premises created by the City.

14. These restrictions may be amended or modified in whole or in part only by written agreement of Grantee and City clearly expressing the intent to modify these restrictions.

15. The validity of any clause, part or provision of these restrictions shall not affect the validity of the remaining portions of thereof.

16. These restrictions shall be binding upon Grantee's respective heirs, personal representatives, executors, administrators, successors and assigns and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns.

EXHIBIT D - to Quitclaim Deed

1. City, its successors or assigns, may exercise this Option only by giving written notice (hereinafter referred to as the Notice) within the Option Period, in any of the following manners: (a) by letter of City addressed and posted in the U.S. Mail by certified or registered mail, return receipt requested, addressed to the then owner of the Premises (as indicated in the records of the Assessor for the City of Portland, 16 Fisherman's Cove, Cliff Island 04019, (b) by letter of any attorney-at-law purporting to act for City or for any such assignee addressed to Grantee or its successors or assigns, in the manner aforesaid. Notice shall be effective when posted in accordance with the foregoing sentence. Notice is to be accompanied by a payment to Grantee or its successors or assigns of the Earnest Money in the amount of One Thousand Dollars (\$1,000.00). City shall indicate in said Notice the date, time and place for closing, which shall be held not less than thirty (30) nor more than sixty (60) days after the giving of such Notice.

2. If City, its attorney, successors or assigns, exercises this Option to purchase the Premises, then in consideration of the terms, covenants and conditions contained herein, the parties mutually agree as follows:

a. Upon the giving of the above-mentioned Notice of election to purchase by City, its successors or assigns, together with the Earnest Money, Grantee shall thereby be bound to sell and City shall thereby be bound to purchase the Premises upon the terms and conditions set forth herein. Grantee or its successors or assigns shall convey the Premises by a good and sufficient warranty deed granting marketable title thereto, free and clear of all encumbrances and defects in title except for utility easements of record servicing the Premises. The closing shall be held at the date, time and place set forth in said Notice, or at such reasonable date thereafter as may be required to clear any encumbrance and defects in title, and Grantee or its successors or assigns shall then and there deliver the deed to City, its successors or assigns, upon tender of the balance of the purchase price by certified check, cashier's check, or cash. The balance to be tendered to Grantee or its successors or assigns shall be the Purchase Price, less the Earnest Money and any other option consideration actually received by Grantee.

b. If counsel for City, or its successors or assigns, shall be of the opinion, given in good faith, that the title to said Premises is defective or is otherwise not free and clear of all encumbrances or that the title is not marketable, then City, its successors or assigns, shall have the right, provided it or they shall have exercised this Option, to extend the time for conveyance of the Premises, during which time Grantee or its successors or assigns shall make a reasonable effort to remove such defects at its own expense, to the satisfaction of counsel of City, its successors or assigns. If record title proves defective and Grantee or its successors or assigns shall fail to remove such defect within a reasonable time after notice from City of the nature of the defect, City may, at its election, (a) cure any such defect and deduct the cost thereof from the Purchase Price at closing, or (b) elect to close notwithstanding any such defect, or (c) terminate this Option by written notice to Grantee or its successors or assigns, whereupon all Earnest Money

and Option Consideration paid by City to Grantee or its successors or assigns shall immediately be returned to City and thereafter the parties shall be relieved of all obligations and this Option shall terminate.

c. If all obligations of this agreement have been performed, excepting that City does not complete the purchase, Grantee or its successors or assigns shall retain the Earnest Money as full liquidated damages, and without recourse to any other remedies, whereupon this Option shall terminate.

d. Grantee or its successors or assigns hereby agrees that the description in the warranty deed to be delivered at closing shall, at the option of City, utilize a description determined by City's survey of the Premises.

e. Full possession of the Premises, subject to the rights of tenants then present, and otherwise free of all encumbrances except as aforesaid, is to be delivered to City at closing, with the Premises to be in the reasonably functional condition, reasonable wear and tear excepted.

f. Real estate taxes shall be prorated as of the time of the passing of title. Real estate transfer taxes, if any, arising in connection with the conveyance of the Premises shall be paid by City and/or Grantee or its successors or assigns in accordance with the custom of the locality where the Premises are situated.

PROMISSORY NOTE
Tax Acquired Property Located at
16 Fisherman's Cove, Cliff Island, Maine

FOR VALUE RECEIVED, the undersigned **SUSTAINABLE CLIFF ISLAND**, a Maine non-profit corporation with a mailing address of P. O. Box 84, Cliff Island, Maine 04019 ("**OBLIGOR**"), promises to pay to the order of the **CITY OF PORTLAND**, a body politic and corporate located at 389 Congress Street, Portland, Maine (the "**CITY**"), the principal sum of **Forty-Three Thousand Five Hundred Forty-Five Dollars (\$43,545.00)**. Interest will not be charged on the principal balance of this note, and there will be no regular monthly payments. This note is secured by a mortgage and certain residential and commercial covenants and restrictions of near or even date herewith on the real property located at 16 Fisherman's Cove, Cliff Island, Maine (the "Property"). In the event that the **OBLIGOR** breaches, in the **CITY**'s sole judgment, any of those covenants or restrictions, or sells or otherwise transfers the Property prior to the later of the expiration dates of the residential restriction period or the commercial restriction period, the full amount of the principal balance of this note shall be immediately due and payable. Upon the expiration of the residential and commercial restriction periods, if **OBLIGOR** has not so breached the covenants or restrictions or sold or transferred the Property, the unpaid principal balance of this note shall be forgiven.

This Note evidences the **CITY**'s assistance to the **OBLIGOR** for the cost of acquiring the Property, which was tax-acquired by the **CITY**, and is secured by a mortgage and security agreement on Property and the **OBLIGOR**'s other business property and assets, said collateral being more particularly described in a Security Agreement of near or even date herewith, which is security for this Note, and containing certain covenants and agreements with respect thereto and given by the **OBLIGOR**, as debtor, to the **CITY**, as secured party.

It is understood that this loan is made solely and expressly for the purposes noted above and that said loan is made subject to the following additional terms and conditions:

1. In the event that the **OBLIGOR** fails to pay the full amount of the Note upon the sale or other transfer of the Property prior to the later of the expiration dates of the residential restriction period or the commercial restriction period, **OBLIGOR** shall be in default under this note. In the event that **OBLIGOR** breaches, in the **CITY**'s sole judgment, any of the residential or commercial covenants or restrictions on the Property prior to the expiration of the applicable restriction period, and fails to cure such breach within thirty (30) days after written notice thereof, **OBLIGOR** shall be in default under this note. Upon occurrence of an event of default as set forth in this note or any of the documents executed by the **OBLIGOR** in favor of **CITY** in connection with this note, not cured within any applicable grace period, or in the case of default (not cured within the applicable grace period) in the terms or conditions of other instruments or documents which are now or may from time to time hereafter be given as additional security herefor, or in the case of the liquidation, insolvency or business failure of any maker of any other party liable herefor, the **CITY** may declare the **OBLIGOR** in default hereunder, and the entire unpaid principal balance of this note shall immediately become due and payable, and the **CITY** may exercise all of its rights upon default in accord with such declaration.

2. In no event shall this Note be assigned, transferred, conveyed, or otherwise disposed of in any fashion, in whole or in part.
3. All payments due hereunder and any notice given by the **OBLIGOR** to the **CITY** hereof shall be addressed to the **CITY** at 389 Congress Street, Portland, Maine 04101 (attention: Economic Development), unless written notice of another holder or address be given to the **OBLIGOR**. Any notice by the holder to the **OBLIGOR** hereof shall be addressed to the **OBLIGOR** at Sustainable Cliff Island, P. O. Box 84, Cliff Island, Maine 04019, unless written notice of another address and/or person is given by the **OBLIGOR** to the **CITY**. Any notice shall be deemed duly given if addressed in the manner herein provided and sent postage prepaid, certified or registered mail, return receipt requested or delivered in person if a receipt therefore is executed.
4. This Promissory Note evidences a loan for business and commercial purposes.
5. The **OBLIGOR** and all other parties liable herefor, whether principal, guarantor, endorser or otherwise, hereby severally waive demand, notice and protest, and waive all recourse to suretyship and guarantorship defenses generally, including, but not limited to, any extensions of time for payment or performance which may be granted to the **OBLIGOR** or to any other party, any modifications or amendments to this Promissory Note, or any documents securing payment and performance hereof, any act or omission to act by or on behalf of the holder hereof, any release of security, and release of a liable party or parties, and all other indulgences of any type which may be granted by the holder hereof to the **OBLIGOR** or any other party liable herefor, and do also agree to pay all costs and expenses of any nature; whether incurred in or out of court, and whether incurred before or after this Promissory Note shall become due at its maturity date or otherwise, including, but not limited to, reasonable attorney's fees and costs, which the **CITY** may deem necessary or proper in connection with the collection or satisfaction of the indebtedness evidenced hereby or in the administration, supervision, preservation or protection or (including, but not limited to, the maintenance of adequate insurance) realization upon any collateral security herefor.
6. If any obligation or portion of this Promissory Note is determined to be invalid or unenforceable under law it shall not affect the validity or enforceability of the remaining obligations or portions hereof.
7. This Promissory Note is secured by a mortgage and security agreement from the **OBLIGOR**.

IN WITNESS WHEREOF, the Undersigned has duly executed this Promissory Note this ____ day of _____, 2015 at Portland, Maine.

WITNESS

SUSTAINABLE CLIFF ISLAND

By: _____
Printed Name: _____
Its: _____

STATE OF MAINE
CUMBERLAND, ss.

_____, 2014

Personally appeared the above-named _____, who is the
_____ of **SUSTAINABLE CLIFF ISLAND**, duly authorized, and
acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the
free act and deed of said corporation.

Before me,

Notary Public/Attorney-at-Law

Print or Type Name

MORTGAGE AND SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that **SUSTAINABLE CLIFF ISLAND**, a Maine non-profit corporation with a mailing address of P. O. Box 84, Cliff Island, Maine 04019 (hereinafter referred to as "Grantor"), for and in consideration of the sum of Forty-Three Thousand Five Hundred Forty-Five Dollars (\$43,545.00), paid and advanced to Grantor by the **CITY OF PORTLAND**, a body politic and corporate located at 389 Congress Street, Portland, County of Cumberland, Maine (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, bargain, sell, assign, and convey unto Grantee, its successors and assigns forever, the certain lots or parcels of land, and building materials and supplies and improvements thereon, and to be constructed thereon, at or near 16 Fisherman's Cove, Cliff Island, Maine, as more particularly described in Exhibit A attached hereto and incorporated herein by reference, and collectively referred to as "Premises," to secure the payment to Grantee of said Forty-Three Thousand Five Hundred Forty-Five Dollars (\$43,545.00) with interest and other charges, as applicable, in accordance with the terms and conditions of a Promissory Note of even date herewith, given by Grantor to Grantee (hereinafter the "Note"), in the total principal sum of Forty-Three Thousand Five Hundred Forty-Five Dollars (\$43,545.00) and to secure such other obligations as hereinafter set forth.

Also conveying and granting hereby as part of the Premises mortgaged hereunder, all of the following described property now or hereafter located on, arising in connection with or affixed to the above-described Premises or used therewith, which may now be owned or may be hereafter owned by Grantor:

A. All improvements, equipment, fixtures and articles of personal property now or hereafter affixed to, attached to or used in connection with the Premises, including without limitation thereof: hardy shrubs and perennial flowers, and all building materials, supplies and all other tangible personal property used or usable in the construction of improvements on the Premises, as well as replacements, additions, substitutions, accessions, and proceeds thereof, all of which are covered by this Mortgage and Security Agreement, (hereinafter the "Mortgage"), regardless of whether such property is subject to prior conditional sales agreements, security agreements, mortgages or other liens. If the lien of this Mortgage on any fixtures or personal property now is, or hereafter becomes, subject to a conditional sales agreement, security agreement, chattel mortgage or other lien covering such property, then, in the event of any default hereunder, all right, title and interest of Grantor in and to any and all deposits made thereon or therefor are hereby assigned to Grantee, together with the benefit of any payments now or hereafter made thereon. There are also hereby transferred, set over and assigned to Grantee, its successors and assigns, all conditional sales agreements, leases and other use agreements with respect to machinery, equipment and other personal property in the categories hereinabove set forth under which Grantor is the lessee of, or entitled to use, such items, and Grantor agrees to execute and deliver to Grantee specific separate assignments thereof when requested by the Grantee. Nothing herein shall obligate the Grantee to perform any obligations of Grantor under such leases or agreements unless Grantee so chooses, which obligations Grantor covenant and agree to well and punctually perform. The taking of an assignment of Grantor's right, title and interest in connection with any conditional sales agreement, security

agreement, chattel mortgage or other lien covering the property described in this paragraph shall not be taken as evidence of Grantee's consent or permission to the entering into by Grantor of any conditional sales agreement, security agreement, chattel mortgage or other lien, all of which, if not permitted by Grantee in writing are hereby prohibited.

B. All leases, subleases, rents, profits, revenues, royalties, bonuses, rights, and benefits under any and all leases or tenancies now existing or hereafter created of the Premises or any part thereof, with the right to receive and apply the same to said indebtedness, and Grantee may demand, sue for, and recover such payments, but shall not be required to do so; provided, however, that so long as Grantor is not in default hereunder, the right to receive and retain such rents, issues and profits is reserved to Grantor. To carry out the foregoing, Grantor agrees (i) to execute and deliver to Grantee such conditional assignments of leases and rents applicable to the Premises as the Grantee may from time to time request, while this mortgage and the debt secured hereby are outstanding, and further (ii) not to cancel, accept a surrender of, reduce the rentals under, anticipate any rentals under, or modify any such leases or tenancies, or consent to an assignment or subletting thereof, in whole or in part without Grantee's written consent. Nothing herein shall obligate the Grantee to perform the duties of the Grantor as landlord or lessor under any such leases or tenancies unless and until Grantee succeeds to the position of Landlord under such leases or tenancies, which duties Grantor hereby covenants and agrees to well and punctually perform.

C. All judgments, awards of damages, and settlements hereafter made as a result or in lieu of any taking of the Premises or any interest thereon or party thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Premises or the improvements thereon or any part thereof, including any award for change of grade of streets. Grantee may apply all such sums or any part thereof so received to the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released. Grantor hereby irrevocably authorizes and appoints Grantee its attorney-in-fact to collect and receive any such judgments, awards, and settlements from the authorities or entities making the same, to appear in any proceeding therefor, to give receipts and acquittances therefor, and to apply the same to payment on account of the debt secured hereby, whether then matured or not; and Grantor will execute and deliver to the Grantee on demand such assignments and other instruments as the Grantee may require for said purposes and will reimburse the Grantee for its costs (including reasonable counsel fees) in the collection of such judgments and settlements.

Receipt of rents, awards, and any other monies or evidences thereof, pursuant to the provisions of the foregoing paragraphs B and C and any disposition of the same by Grantee shall not constitute a waiver of the right of foreclosure by Grantee in the event of default or failure of performance which continues beyond the expiration of any applicable notice and/or cure periods by Grantor of any covenant or agreement contained herein or any note secured hereby.

TO HAVE AND TO HOLD the aforegranted and bargained Premises, with all the privileges and appurtenances thereof, to Grantee, its successors and assigns, to its and their use and behoof forever; **PROVIDED NEVERTHELESS**, that if Grantor pay to Grantee the sum of Forty-Three Thousand Five Hundred Forty-Five Dollars with interest and premium thereon and other charges, if applicable, in accordance with all the terms and conditions of the said Note, and

shall repay when due all other advances which shall be made by Grantee to, or for the benefit of, Grantor in accordance with other provisions hereof, as said Note of even date and any notes or evidences of such advances as may be renewed, extended, and modified from time to time, and until such payment performs all of Grantor's obligations, covenants, and agreements contained herein and contained in said Note and notes; or if, in Grantee's sole judgment, Grantor has not breached the residential or commercial covenants or restrictions set forth in the deed to the Premises from Grantee to Grantor of even date (hereinafter, the "Residential Restrictions" and the "Commercial Restrictions," respectively) as of the later of the expiration dates for the residential and commercial restriction periods, then this deed, and also said certain Note and notes, shall be void, otherwise it, or they, shall remain in full force and effect.

Grantor covenants and agrees with Grantee as follows:

1. Grantor is lawfully seized of an indefeasible estate in fee simple in the Premises, free from encumbrances, except as noted in Section 2 herein, or in Exhibit A attached hereto, or in the policy of title insurance issued to GRANTEE on even or near date and has good right, title and power to convey the Premises to Grantee to hold as aforesaid, and that Grantor shall and will Warrant and Defend the same to Grantee forever against the claims and demands of all persons, except as aforesaid.

2. Grantor agrees that any default in the performance of any other mortgage(s) of the Premises or in the payment of the debt secured thereby which continues beyond the expiration of any applicable notice and/or cure periods shall, at the option of the Grantee herein, constitute a default in this Mortgage and Security Agreement entitling Grantee to exercise one or more default remedies hereunder including foreclosure.

3. Grantor shall pay all sums secured hereby when due.

4. Grantor shall pay, when due, all taxes and assessments of every type or nature levied or assessed against the Premises within such time as they may be paid without incurring the payment of interest or penalty, and pay, when due, any claim, lien, or encumbrance against the Premises which may be or become prior to this Mortgage.

5. Grantor shall keep the Premises insured against loss or damage by fire, the perils against which insurance is afforded by the Extended Coverage Endorsement, and such other risks and perils as Grantee in its discretion may require from time to time, including, without limitation, insurance against loss of rental income. The policy or policies of such insurance shall be in such form and shall be in such amounts as Grantee may require, but in no event for less than the amount required to provide payment in full of the costs of complete reconstruction and restoration of any damage and/or destruction resulting from a casualty required to be insured hereunder, without deduction or reduction on account of any "co-insurance" (or similar provision) in such policy or policies, or otherwise; shall be issued by a company or companies approved by Grantee, and shall contain the Standard Maine Mortgagee Clause with Grantee named as an additional loss payee. Whenever required by Grantee, such policies, or certified copies thereof, shall be delivered immediately to Grantee. Any and all amounts received by Grantee under any of such policies may be applied by Grantee on the indebtedness secured

hereby in such manner as Grantee may, in its sole discretion, elect, or at the option of Grantee, the entire amount so received or any part thereof may be released. Upon foreclosure of this mortgage or other acquisition of the Premises or any part thereof by Grantee, such policies shall become the property of the Grantee, subject only to any prior rights of the First Mortgagee, but receipt of any insurance proceeds and any disposition of the same by Grantee shall not constitute a waiver of any rights of Grantee, statutory or otherwise, and specifically shall not constitute a waiver of the right of foreclosure by Grantee in the event of a default or failure of performance by Grantor of any covenants or agreements contained herein or any note secured hereby. Any insurance issued in compliance with this condition shall not be canceled without at least thirty (30) days prior written notice to Grantee.

6. Grantor (i) shall not remove or demolish nor alter the design or structural character of any buildings now or hereafter erected upon the Premises unless the Grantee shall first consent thereto in writing, which consent shall not be unreasonably withheld; (ii) shall maintain the Premises in good condition and repair; (iii) shall not commit or suffer waste thereof; (iv) shall comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Premises and will not suffer or permit any violation thereof.

7. If Grantor fails to diligently defend against or pay when due any claim, lien, or encumbrance which is alleged to be prior to this mortgage, or, when due, any tax or assessment or insurance premium, or to keep the Premises in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting this Mortgage or the debt secured hereby, the mortgaged Premises or the title thereto, or pertaining to any other mortgage or lien on the Premises mortgaged hereby or any indebtedness secured thereby, then Grantee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and with respect to any such action or proceeding, Grantee may appear in the action or proceeding, retain counsel therein at the expense of Grantor, and take such action therein as Grantee deems reasonably advisable, and for any one or more of the above purposes, Grantee may advance such sums of money as it deems necessary. Grantee shall have no responsibility with respect to the legality, validity, and priority of any such claim, lien, encumbrance, tax, assessment, premium, action or proceeding, as long as it acts reasonably, or of the amount it deems necessary to be paid in satisfaction thereof; Grantor shall pay to Grantee, immediately and without demand, all sums of money advanced or expended by Grantee pursuant to this section, together with interest on each such advancement at a rate of interest of one percent (1%) per month or such maximum rate which is allowed by law, if such rate is less, and all such sums and interest thereon shall be secured hereby.

8. If default be made in payment, when due, of any indebtedness secured hereby, or breach in performance of any of Grantor's obligations, covenants, or agreements, hereunder, in said Note, or Residential or Commercial Restrictions and such default or breach is not remedied within any applicable grace period:

8.1. Grantee is authorized at any time, without notice, in its sole discretion, to enter upon and take possession of the Premises, or any part thereof, and to perform any acts Grantee deems necessary or proper to conserve the security, and to collect and receive all rents, issues, and profits thereof, including those past due as well as those accruing thereafter; and

8.2. Grantee shall be entitled to have a receiver appointed to enter and take possession of the Premises, or any part thereof, collect the rents and profits therefrom, and apply the same as the court may direct.

In either such case, Grantee or the receiver may also take possession of, and for these purposes use, any and all personal property contained in the Premises and used by Grantor in the rental or leasing thereof, or any part thereof. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Grantee shall (after payment of all costs and expenses incurred) apply such rents, issues, and profits received by it on the indebtedness secured hereby in such order as Grantee determines; and Grantor agrees that exercise of such rights and disposition of such funds shall not constitute a waiver of any foreclosure once commenced or preclude the later commencement of foreclosure for breach hereof. The right to enter and take possession of said Premises, or any part hereof, to manage and operate the same, and to collect the rents, issues, and profits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independent thereof. Grantee shall be liable to account only for such rents, issues and profits actually received by Grantee. Grantee shall also have the right to enter the mortgaged Premises before and after any default by Grantor, make inspections, complete or cause to be completed construction thereon and to make the same tenantable or habitable for human occupancy under requirements of all laws and ordinances and the right to expend any balance of loan proceeds and additional sums, necessary in the judgment of Grantee, in order to complete such construction and make the same tenantable or habitable as aforesaid; all such additional sums so expended, with interest thereon at the rate of interest of one per cent (1%) per month or such maximum rate which is allowed by law, if such rate is less, shall be fully secured hereby as necessary to protect the security of this Mortgage.

In the event that no grace period is specified herein for default, then Grantor shall have thirty (30) days from the receipt of notice of default in which to cure said default prior to possession and/or foreclosure by Grantee, unless (i) the nature of the default is such that it cannot reasonably be cured within said thirty (30) days, in which case Grantor shall have such additional period of time as is reasonably necessary as determined by Grantee to effect such cure, provided Grantor commences to cure within said thirty (30) day period and diligently prosecutes the same to completion; or (ii) Grantee's security interest in the Premises could reasonably be expected to be diminished during said thirty (30) day period, in which case Grantee shall have the right to immediate possession of the Premises. The foregoing period to cure default shall not modify or prevent the imposition of any penalty or charge applicable for late payment.

9. No delay by Grantee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

10. Without affecting the liability of Grantor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Grantee with

respect to any security not expressly released in writing, Grantee may at any time and from time to time, either before or after the maturity of said Note and without notice or consent:

10.1. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.

10.2. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying, or otherwise dealing with the lien or charge hereof.

10.3. Exercise or refrain from exercising or waive any right Grantee may have.

10.4. Accept additional security of any kind.

10.5. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

11. Any agreement hereafter made by Grantor and Grantee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance to the extent allowed by law.

12. Grantee, at its option, may accelerate the maturity of the indebtedness secured by this Mortgage and may exercise any one or more default remedies, including foreclosure of this Mortgage in whole or in part (a) in the event any owner of the mortgaged Premises during the period of such ownership (other than a mortgagee) shall make an assignment for the benefit of creditors, file a petition in bankruptcy, petition or apply to any tribunal for the appointment of a custodian, receiver or any trustee for it or a substantial part of its assets, or shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (b) if there shall have been filed any such petition or applications, or any such proceeding shall have been commenced against such owner, in which an order for relief is entered or which remains undismissed for a period of sixty (60) days or more; or (c) such owner by any act or omission shall indicate its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee for it or any substantial part of any of its properties, or shall suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of sixty (60) days or more.

13. The Grantor further covenants and agrees that this Mortgage shall constitute a security agreement with respect to any and all machinery, equipment, chattels, articles or personal property, and fixtures described and included in this Mortgage, and all additions, accessions, substitutions, and replacements thereto and therefor, together with the proceeds thereof, and all of which are hereinafter referred to as the collateral; and Grantor hereby grants and conveys to Grantee, its successors and assigns, a security interest therein. That upon default of any term, conditions, or covenant of this Mortgage and acceleration of any indebtedness hereby secured, the Grantee may, at its discretion, require the Grantor to assemble the collateral and make it available to the Grantee at a place reasonably convenient to both parties to be designated by the Grantee. The Grantee shall give Grantor notice by registered mail, postage

prepaid, of the time and place of any public sale of any of the collateral or of the time any private sale or other intended disposition thereof is to be made by sending notice to Grantor at least five (5) business days before the time of the sale or other disposition, which provisions for notice the Grantor and Grantee agree are reasonable; provided, however, that nothing herein shall preclude the Grantee from proceeding as to both real and personal property in accordance with Grantee's rights and remedies in respect to the real property. Grantee shall have all of the remedies of a secured party under the Uniform Commercial Code as now in effect in the State of Maine, and such further remedies as may from time to time hereafter be provided in Maine for a secured party. Grantor agrees that all rights of Grantee as to said collateral and as to said real estate, and rights and interest appurtenant thereto, may be exercised together or separately and further agrees that in exercising its power of sale as to said collateral and as to said real estate, and rights and interest appurtenant thereto, the Grantee may sell the collateral or any part thereof, either separately from or together with the said real estate, rights, and interest appurtenant thereto, or any part thereof, all as the Grantee may in its discretion elect.

14. The Grantor shall maintain full and correct books and records showing in detail the earnings and expenses of each of the properties constituting the mortgaged Premises; will permit the Grantee and its representatives to examine said books and records and all supporting vouchers and dated at reasonable times upon request by the Grantee at the mortgaged Premises or at such other place in the city and county in which the mortgaged Premises are located as such books and records are customarily kept. In addition, Grantor hereby agrees to furnish to Grantee: (i) within one hundred twenty (120) days after the close of each fiscal year an annual financial statement of the operation of each of the properties constituting the Premises reflecting income (including sources thereof) and expenses in reasonable detail, prepared in accordance with generally accepted accounting principles consistently applied and prepared by a certified public accountant or other competent accountant acceptable to Grantee; and (ii) such other information respecting the financial condition and operations of Grantor as the Grantee may reasonably request from time to time, including interim financial statements.

15. The Grantor, within seven (7) days upon request in person or within ten (10) days upon request by mail, shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, and stating either that no offsets or defenses exist against the Mortgage debt, or if such effects or defenses are alleged to exist, the nature thereof.

16. If, at any time, the then existing use or occupancy of the mortgaged Premises shall, pursuant to any zoning or other law, ordinance, or regulation, be permitted only so long as such use or occupancy shall continue, that Grantor shall not cause or permit such use or occupancy to be discontinued without the prior written consent of the Grantee.

17. At the request of Grantee, the Grantor shall submit to the Grantee for Grantee's examination and approval in writing, all standard form or forms of leases, to be used on the Premises mortgaged hereby and any part thereof prior to the execution, delivery and commencement thereof; and any such leases, tenancies and occupancies, not in the form so approved, shall not be valid; and Grantor at its cost and expense, upon request of Grantee, shall cause any parties in possession of the Premises under any such leases, tenancies and occupancies (other than by Grantor and/or Grantor's immediate family), not in the approved form, to vacate the Premises immediately, and Grantor acknowledges that Grantee may from time to time at its

option enter upon the mortgaged Premises and take any other action in court or otherwise to cause such parties to vacate the Premises; the costs and expenses of Grantee in so doing shall be paid by Grantor to Grantee on demand thereof and shall be part of the indebtedness secured by this Mortgage as costs and expenses incurred to preserve and protect the security; such rights of Grantee shall be in addition to all its other rights as Mortgagee, including the right of foreclosure, for breach by Grantor in the requirements of this section.

18. The Grantor shall manage or provide for the management of the mortgaged premises in a manner acceptable to Grantee.

19. The Grantor shall not, without the prior written approval of the Grantee, its successors or assigns, which approval will not be withheld unreasonably, incur any liability, additional debt or encumbrance, secured by the mortgaged Premises, whether or not in the ordinary course of business of developing and operating the mortgaged Premises. In the event that Grantor requires financing in order to make improvements to the Premises consistent with the residential or commercial covenants and restrictions set forth in the deed to the Premises from Grantee to Grantor of even date herewith, Grantee agrees to subordinate the lien of this mortgage to a mortgage from Grantor to its lender securing a loan in an amount not to exceed \$300,000.00.

20. It is an additional condition of this Mortgage and Security Agreement for breach of which foreclosure may be claimed and for breach of which all indebtedness secured hereby may be declared due and payable at once, that, without Grantee's prior written consent, neither the Grantor nor any subsequent owner of the Premises mortgaged hereby shall convey, mortgage, sell, contract to sell, lease or otherwise transfer or encumber the title, ownership, right of possession, or any other interest in the mortgaged Premises, or in any part thereof, nor shall any interest in said Premises pass from Grantor or from any subsequent owner, either voluntarily, involuntarily, by operation of law or otherwise. This condition shall continue until all indebtedness and obligations secured hereby are satisfied and permission given or election made not to foreclose or accelerate said indebtedness by Grantee, its successors or assigns, as to any one such event, and such permission or election shall not constitute a waiver of any rights of Grantee, its successors or assigns, as to any subsequent such event as to which this condition shall remain in full force and effect. The term title as used herein shall mean the estate of the Grantor subject to the lien of this Mortgage. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises whether or not of record and whether or not for consideration or sale or other disposition of the stock of Grantor, if Grantor is a corporation, or other ownership interest of whatever form, shall be deemed a sale of the Premises and without the prior written consent by Grantee shall constitute a default herein by Grantor.

21. The Grantor covenants that it has not discharged, dumped nor maintained, and shall not discharge, dump nor maintain, toxic, hazardous, or radioactive substances, materials or wastes, including asbestos, in or on the mortgaged Premises except in compliance with all applicable environmental laws and regulations. Further, Grantor has not knowingly allowed, suffered nor permitted, nor shall Grantor knowingly allow, suffer or permit, toxic, hazardous, or radioactive substances, materials or wastes, including asbestos, to be discharged, dumped or maintained in or on the Premises except in compliance with all applicable environmental laws and regulations. Notwithstanding the foregoing, nothing herein is intended to, nor shall it,

prohibit Grantor from removing any toxic or hazardous substances, including, but not limited to, asbestos, from the Premises which may be discovered during renovation, said removal to be done in compliance with applicable local, state and/or federal laws or regulations. The term "Hazardous Substances" as used and referred to in this Mortgage shall include, without limitation, any chemical, material or substance which is or may be regulated by any federal, state or other governmental authority or agency. If Grantor should fail to take with diligence any action required by Grantee or by any governmental entity with respect to the clean-up of any such described substances, materials or wastes on the Premises, Grantee, at its option, may retain such experts and consultants at the expense of Grantor and take such action as Grantee deems advisable; and Grantee may advance such sums of money as it deems necessary with respect to the clean-up of any such substances, materials or wastes on the Premises. Grantor shall pay to Grantee immediately and upon demand, all sums of money advanced or expended by Grantee pursuant to this section, together with interest on each such advancement at a rate allowed by law, whichever is less, and all such sums, and the interest thereon, shall be secured hereby, as sums spent to preserve and protect the security.

21.1. The Grantor hereby agrees to release, defend, indemnify, and hold harmless the Grantee, its officers, agents, and employees from and against all claims, demands, liability, damages, loss, cost or expense (including, without limitation, attorneys' fees and costs incurred in the investigation, defense, and settlement of claims) that the Grantee may incur as a result of or in connection with the assertion against the Grantee of any claim relating directly or indirectly, in whole or in part, to the presence or removal of any such Hazardous Substances, or relating to any activity on or off the Premises, whether prior to or during the term of this loan, and whether such activity was carried on by the Grantor or any predecessors in title or any employees, agents, contractors or third parties, if such activity involved Hazardous Substances, in whole or in part, directly or indirectly, or noncompliance with any federal, state or governmental laws, ordinances, rules, regulations or orders relating thereto. Grantor's obligations in this paragraph shall survive the Grantor's ownership of the Premises and the discharge of this mortgage and security agreement and shall be binding upon Grantor's successors and assigns.

21.2. The Grantor shall promptly notify the Grantee in writing of any order or pending or threatened action by any regulatory agency or other governmental body, or any claims made by any third party, relating to Hazardous Substances in or on, or emissions thereof from the Premises, and shall promptly furnish the Grantee with copies of any correspondence, documentation and legal pleadings in connection therewith.

22. The covenants and agreements herein contained shall bind, and the benefits and advantages thereof shall inure to, the respective heirs, executors, administrators, successors and assigns of the Grantor and Grantee. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

23. If any obligation or portion of this Mortgage and Security Agreement is determined to be invalid or unenforceable under law, it shall not affect the validity or enforcement of the remaining obligations or portions hereof.

24. The following documents are incorporated herein by reference and any default on the terms thereof after the expiration of any applicable notice and/or cure periods shall be a default under this Mortgage and Security Agreement:

24.1A Security Agreement(s) and Promissory Note, with or from Grantee in the amount of Forty-Three Thousand Five Hundred Forty-Five Dollars (\$43,545.00), of near or even date herewith;

24.2An indemnification agreement between Grantor and Grantee of near or even date herewith; and

24.3The Residential Restrictions and the Commercial Restrictions in the deed to the Premises from Grantee to Grantor or near or even date herewith.

25. The Grantee, its successors and assigns, for breach of any term, conditions, covenant or agreement contained or referred to herein, shall have the right of foreclosure and any and all other rights and remedies given to a Mortgagee and Secured Party under the law of Maine, this Mortgage and Security Agreement and any instrument it secures; and if the Grantor herein is a corporation, the Grantee, its successors and assigns, shall have the statutory power of sale in addition to all other such rights and remedies.

IN WITNESS WHEREOF, the Grantor has executed and delivered this instrument this _____ day of _____, 2015.

WITNESS

SUSTAINABLE CLIFF ISLAND

By: _____

Printed Name: _____

Its: _____

State of Maine
Cumberland, ss.

Dated: _____, 2015

Personally appeared the above named _____, _____ of Sustainable Cliff Island, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said Corporation.

Before me,

Notary Public/Attorney-at-Law

Print or type name

EXHIBIT A
To Mortgage and Security Agreement

A certain lot or parcel of land, with buildings thereon situated on the southeasterly side of Cliff Island in Casco Bay, in Portland, Cumberland County, Maine, bound and described as follows:

Beginning at a point in the westerly sideline of land formerly of Hannah C. Small, sixty (60) feet southeasterly from the "City Street", so-called; thence southwesterly parallel with said street, sixty-three (63) feet to land conveyed by Luch A. Small to George E. Nickerson; thence southeasterly along said Nickerson land to the seashore; thence northeasterly along said shore to land formerly of Hannah C. Small; thence northwesterly along the westerly line of land formerly of Hannah C. Small to the point of beginning; together with a right of way from the northwesterly corner of the land hereby conveyed to the "City Street" so-called, over a strip of land now or formerly of Lucy A. Small lying between lands conveyed to George E. Nickerson and Mary E. Hammond.

Also adjacent lot or parcel of land situated on the southeasterly side of Cliff Island, in Casco Bay, in Portland, Cumberland County, Maine, bounded and described as follows:

Beginning at the most northerly corner of the before described lot of land, and at a point sixty (60) feet southeasterly from the "City Street" so-called; thence northeasterly along the line of land conveyed by Hannah C. Small to Mary G. Hammond, fifty-three (53) feet to a point; thence southeasterly parallel with the northeasterly line of the before described lot of land to the seashore; thence southwesterly and southerly along the shore to the before described lot of land; thence northwesterly along the northeasterly sideline of the before described lot of land, to the point of beginning.

Subject to any encroachment that may exist now or may have existed before, caused by a wooden workshop building on the boundary of the property herein conveyed, but only to the extent that such encroachment is valid and enforceable.

Together with the buildings and improvements, including the wharf now situated on said premises, and the shore and flats abutting or appurtenant to the property herein conveyed, including all riparian rights, littoral rights and rights of fishery.

Also subject to the easement conveyed by Suzanne H. Rieth to Muriel S. Anderson by deed dated January 19, 1990 and recorded in the Cumberland County Registry of Deeds in Book 9065, Page 262.

Meaning and intending to convey, and hereby conveying, the same property as described in the tax lien certificate recorded on June 17, 2008, in the Cumberland County Registry of Deeds in Book 26133, Page 234. Title reference is made to the Affidavit of Linda McLeod dated April 11, 2014, recorded in said Registry in Book 31598, Page 140.

Title reference is also made to the Personal Representative's Deed of Distribution from Bruce McAfee, Personal Representative of the Estate of Suzanne H. Rieth, (see Cumberland County Probate Docket No. 2003-141 to Holy Kessinger and Bruce Rieth, dated April 20, 2004) and recorded in said Registry in Book 21688, Page 1483.

SUSTAINABLE CLIFF ISLAND

P.O. BOX 84
CLIFF ISLAND, MAINE 04019

September 30, 2014

City of Portland
Purchasing Office
City Hall—Room 103
389 Congress Street
Portland, Maine 04101

RE: RFP #1515 – 16 Fisherman's Cove, Cliff Island, Portland, Maine

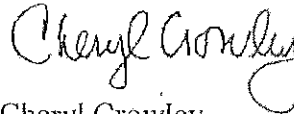
Ladies and Gentlemen:

I am pleased to enclose the response of Sustainable Cliff Island to the above referenced RFP. consisting of the following documents:

- This letter
- Proposal Cover Sheet and receipt for Addendum #1, signed by me.
- Bank cashier's check payable to the City of Portland in the amount of \$1,000.
- Disclosure statement.
- Sustainable Cliff Island Vision for 16 Fisherman's Cove
- Proposed form of Purchase and Sale Agreement and Exhibits, marked to show changes from the form in the RFP package.

We look forward to hearing from you.

Sincerely,



Cheryl Crowley
President

PROPOSAL

THIS PAGE MUST BE INCLUDED

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the invitation for proposals, and that their proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits that may be derived therefrom, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

TOTAL PROPOSAL FOR PROPERTY:

Cash Value: \$ 10,000 *
Land Fair Market Value for Public Services: \$ 0

Enclosed is a proposal surety of \$ 1,000 equal to 10% of the amount being proposed (cash + land fair market value [latter if included in proposal]).

Proposed form of purchase and sale agreement is attached.

The proposer acknowledges the receipt of Addenda numbered N/A
(If Applicable)

COMPANY NAME: SUSTAINABLE CLIFF ISLAND
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: Cheryl Crowley DATE: _____
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: Cheryl Crowley, President

ADDRESS: P.O. Box 84
Cliff Island, Maine 04019

TELEPHONE: (207) 781-5331 FAX: _____

E-MAIL: rkberle@msn.com FEDERAL TAX ID NUMBER: 46-2381961

SALES TAX EXEMPTION NUMBER: N/A

NOTE: All proposals must bear the handwritten signature of a duly authorized member or employee of the organization making the proposal. This sheet must be signed and returned with the proposal package.

SUSTAINABLE CLIFF ISLAND

DISCLOSURE STATEMENT

CITY OF PORTLAND RFP # 1515

September 30, 2014

Sustainable Cliff Island ("SCI") is not aware of any individuals who are employed by the City of Portland who have a direct or indirect personal or financial interest in this proposal or in any portion of the profits that may be derived therefrom except as follows:

-- Cheryl Crowley, SCI Board Member, is employed by the City of Portland as a substitute teacher. Ms. Crowley serves SCI as an unpaid volunteer, receives no compensation from SCI and is prohibited by law from sharing in any profits earned by SCI derived from this proposal.

-- David Crowley, husband of Cheryl Crowley, is employed by the City of Portland as a firefighter. Mr. Crowley is not a board member of SCI and does not at the present time have any contractual right to profits from this proposal or other contractual arrangements with SCI.

Sustainable Cliff Island

The Vision for 16 Fishermen's Cove

The parcel located at 16 Fishermen's Cove on Cliff Island is a "*three-fer*" property, critically essential to the future of the year-round Cliff Island community. To that point, **SCI** proposes to redevelop and operate the infrastructure there for the public benefit of the community in *three* direct ways.

1. **Fuel.** We will remove the old, existing fuel tanks and replace them with two new double-wall tanks with a total capacity of less than 1,300 gallons – a number which falls below some DEP requirements. We will clean up and remove any contaminated soil and install whatever containment infrastructure is required. Over the coming decades, we will keep available a fuel supply adequate to community need.
2. **Affordable Housing.** We will renovate the existing home and make it available for a tenant or tenants who meet accepted criteria for renting such a home. We will not only apply State and City standards in assessing their qualifications but will also consult with the comparable affordable housing organizations on the other year-round Maine island communities as to their selection processes.
3. **Wharf.** We will rebuild the fuel dock so that not only Cliff Island fishermen but also other fishermen in need can easily and safely bring their boats in to fuel up. Recreational boaters will of course have the same opportunity. Outreach to the pleasure boats frequenting nearby Jewell Island Harbor will provide an additional market for our fuel business.

SCI is a private corporation, established in 2013 and is in the process of becoming a 501c3 nonprofit. Until the IRS approves our request, we currently have a formal agreement with The Island Institute to serve as our Fiscal Agent. From this point on, we are able to accept and benefit from tax-deductible contribution. We are also very much a community-focused organization. We have received seed

money as financial support from Cliff Island's civic organization, the Cliff Island Association.

Since the August 6th "City Fathers" meeting on Cliff Island, we have held both a full island community meeting and an abutters meeting each dedicated to this project. On both of these occasions, there was substantial positive feedback and interest in what we propose to do and no discernible negative feedback.

We have come to several general meetings in City Hall to hear about and discuss the RFP terms. We have had a small meeting in Greg Mitchell's office. And we participated in the required September 12th walk-through of the site.

From these meetings and from very long personal association with this property, we believe we fully understand the scope of this project and are capable of making it sustainable and successful. There will be direct benefits from the three initiatives described above. We will increase employment on the island both during construction and later when we are operational. We will expect to rent to a person or family who can add to the Island's labor force, perhaps bring a child or children for our School – or both.

There will also be indirect benefits – such as we experienced when we as a community put together similar initiatives in the early 1970's and in the mid 1990's . In both of those periods, Islanders' energy and involvement revitalized our community and significantly boosted our year-round population.

We have contracted with Woodard & Curran for a Phase II Environmental Assessment regarding clean-up of the site. We have researched or are researching foreseeable expenditures for building a near-term budget. We are working with a lawyer who is experienced in affordable housing.

On our Board, we have extensive knowledge of the fuel operation from running it over the past decade, we have three experienced contractors and we all have

boats. We have experience in writing grants to funders and in doing individual fund raising both within and without the Island community.

100% of the Board has already made a financial contribution to SCI. We expect this to be a substantial financial undertaking and believe we are up to the task. Because we are a corporation and not simply a group of individuals, this should be sustainable as an Island institution.

Each of the four Directors has at least three generations of Cliff Island family history behind them.

We will be utilizing both volunteer and paid labor for construction and will have in hand all necessary permits.

Our SCI Business Plan calls for near-term expenditure of \$30,000, including but not limited to:

1. Purchase
2. Legal fees
3. Site clean-up
4. Permits
5. Taxes
6. Insurance

We then project the expenditure of \$300,000 over the next two years, to:

1. Upgrade the Fuel operation to all current standards
2. Upgrade the septic system to legal status.
3. Gut and renovate the house suitable to rental occupancy

4. Rebuild the former grocery store suitable to at least the level of a small convenience store - which will also cater to boaters, local and transient
5. Rebuild the wharf suitable to safely and comfortably tying up boats for fueling
6. Build and install a float for cultivating recreational boaters' fuel and chandlery needs.

In sum, purchasing and redeveloping #16 fishermen's Cove is a very ambitious and costly undertaking, but it is one which we believe is a top priority for the future sustainability of our Cliff Island community. All three components of the property and project will bring both short-term and long-term benefits to the year-round community. We believe that Sustainable Cliff Island has the will and can find the resources to make this project a success.

Cheryl Crowley, President; Bob Howard, Vice President; Eric Anderson, Secretary; Roger Berle, Treasurer.

Order 160-14/15
Tab 14 2-23-15

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENNERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING PURCHASE AND SALE AGREEMENT
WITH BOPO, LLC
FOR 71 HANOVER STREET**

ORDERED, that the Acting City Manager is hereby authorized to execute the Purchase and Sale Agreement with BOPO, LLC for 71 Hanover Street, in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the Acting City Manager is hereby authorized to execute whatever documents are necessary to effect the intent and purpose of the Agreement.



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

City Council Agenda Item

TO: Mayor Brennan and Members of the City Council
FROM: Greg Mitchell, Economic Development Director
DATE: February 13, 2015
SUBJECT: Order Authorizing Purchase and Sale Agreement with BoPo, LLC for Sale of City Property at 71 Hanover Street

SPONSOR: Housing and Community Development Committee (HCDC), Councilor Donoghue/Chair

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading and Final Action: February 23, 2015

Can action be taken at a later date: Yes X No (If no why not?)

The request is to have this item on the February 23, 2015 Council Agenda in order to allow for the project to move forward in time for the construction season.

PRESENTATION: Greg Mitchell, 5 Minutes

I. SUMMARY OF ISSUE

Under the direction of the HCDC, the City issued a Request for Proposals (RFP) to sell 71 Hanover Street, including 15,102 square feet, under certain conditions. One proposal was received in response to the RFP from Bayside Bowl to support a bowling alley and squash court expansion. This Proposal meets all of the requirements of the RFP.

The Proposal supports the expansion of Bayside Bowl on the first floor, as well as being the new home to Portland Community Squash on the second and third floors. The Proposal conforms with current zoning, is consistent with the *Bayside Vision*, addresses remediation of any contaminated soils, creates pedestrian activity, and construction completed within 18 months of the real estate closing.

The attached draft Purchase and Sale Agreement (PSA), for 71 Hanover Street, is presented to the City Council for a vote to authorize the PSA.

Highlights of the draft PSA include:

Sale Price: \$340,018, which is consistent with the minimum purchase price set in the RFP as \$340,000.

Title: Title to 71 Hanover Street will be conveyed by Quitclaim Deed, sold “as is, where is” and “with all faults”.

Contingencies: One contingency only, that it be approved by the Portland City Council.

Closing: To occur within 75 days after the date the Purchase and Sale Agreement is executed.

Timeline for Construction/Rights of City to Repurchase: Bayside Bowl shall have 18 months from date of closing to secure all required development regulatory approvals and complete construction, including securing a Certificate of Occupancy for the Bayside Bowl expansion. Otherwise, the City shall have the right to repurchase.

II. REASON FOR SUBMISSION

This is being submitted to the City Council to authorize the PSA.

III. INTENDED RESULT

The intended result will be the redevelopment of 71 Hanover Street into a commercial space that will enhance pedestrian activity in this area of Bayside. The Bayside Bowl expansion includes adding eight, ten-pin bowling lanes, dining/lounge area, a function room, DJ platform, and back of house facilities (food and keg coolers, dry storage area). In addition, the proposal will provide a new home for Portland Community Squash – to include eight singles courts, one doubles court, a small gym, classrooms, and both adult and child locker rooms.

IV. COUNCIL GOAL ADDRESSED

Economic Development – Promote Economic Development in the City in a manner that provides for increased property values, diversification across industry sectors, and high paying jobs.

V. FINANCIAL IMPACT

The sale of this property will result in the City receiving \$340,018 in cash.

The PSA includes language that should BoPo, LLC sell any of the property to a tax exempt entity, that tax exempt entity would make annual payments to the City in lieu of taxes in the amount equal to the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the property had such property remained taxable. This language is also to be included as a deed restriction.

This property at 71 Hanover Street is currently the site of the City’s satellite sand/salt operation. Alternative sites, on Peninsula, to support the relocation of this operation are being explored.

VI. STAFF ANALYSIS

As noted, the Proposal meets the requirements of the RFP. Regarding the sand/salt operation currently housed at 71 Hanover Street, alternative locations are being explored. It is the City's goal to relocate the sand/salt operation to accommodate the timeline for Bayside Bowl's expansion/construction schedule.

VII. RECOMMENDATION

HCDC voted unanimously (4-0) to recommend the approval of the Draft PSA to the City Council.

VIII. LIST ATTACHMENTS

Draft PSA, with its Exhibits:

- A. Description of Premises
- B. Map/Plan of Property
- C. City's RFP #5215 for 71 Hanover Street
- D. BoPo, LLC Proposal

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT for the purchase and sale of real estate made this _____ day of February, 2015 by and between the CITY OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as "SELLER"), and BOPO, LLC, a Maine limited liability company with a mailing address of 58 Alder Street, Portland, Maine, (hereinafter referred to as "BUYER").

RECITALS

WHEREAS, the SELLER is the owner of certain land located 71 Hanover Street in Portland, Maine, as more specifically described in Exhibit A, attached hereto and incorporated herein (the "Premises"), and as generally depicted in the plan attached as Exhibit B and incorporated herein; and

WHEREAS, the SELLER desires to sell the Premises and has published a certain "Request for Proposals For the Sale and Reuse of Property Located at 71 Hanover Street, RFP #5215" (the "RFP"), a copy of which is attached hereto as Exhibit C and incorporated herein, and the provisions of which shall survive closing; and

WHEREAS, the BUYER has submitted a proposal in response to the RFP (the "Proposal"), a copy of which is attached hereto as Exhibit D and incorporated herein; and

WHEREAS, after reviewing all proposals submitted in response to the RFP, the SELLER has selected the BUYER as the successful bidder; and

WHEREAS, BUYER desires to purchase and develop the Premises in accordance with the terms of the Proposal, and the SELLER desires to sell the Premises to the BUYER so that the BUYER may do so.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **RECITALS INCORPORATED BY REFERENCE**. The recitals set forth above are hereby incorporated herein by reference and made a part of this agreement. The restatement in this document of any term of the RFP or Proposal shall not be deemed to waive any term not so restated. If any disagreement is found between the RFP or the Proposal and this document, then this document shall govern; and the RFP shall govern over the Proposal, to the extent they disagree; provided, however, that this

document and its attachments shall be construed to be supplemental to one another to the extent possible.

2. **SALE.** SELLER agrees to sell the Premises to BUYER, and BUYER agrees to buy the Premises in accordance with the terms and conditions set forth in this Agreement. This Agreement is for the sale of land only and does not include the structures, concrete block walls, or any other personal property on the Premises (the "Retained Property"), to which the SELLER shall retain title, and which Seller shall fully remove at SELLER'S sole cost, risk and expense as set forth in Section 5 below.
3. **CONSIDERATION.** The consideration for the Premises shall be Three Hundred Forty Thousand Eighteen Dollars (\$340,018.00) (the "Purchase Price") payable as follows:
 - a. The SELLER acknowledges receipt of BUYER's deposit in the amount of Thirty-Four Thousand One Dollars and Eighty Cents (\$34,001.80) (the "Deposit") paid to it as of the date of this Agreement; and
 - b. The BUYER shall pay to the SELLER at closing the remaining Three Hundred Six Thousand Sixteen Dollars and Twenty Cents (\$306,016.20) in immediately available funds.
4. **TITLE.** SELLER shall convey the Premises to BUYER at the closing in fee simple with good and marketable and insurable title by a quitclaim deed without covenant acceptable to BUYER. Buyer acknowledges that the deed shall contain a restriction stating that in the event that the Premises or any portion thereof shall be exempt from real and personal property taxes, by transfer, conversion, or otherwise, then the then-owner of the exempt portion shall make annual payments to the SELLER in lieu of taxes in the amount equal to the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Premises had such property remained taxable. Such restriction shall also confirm that BUYER and its successors and assigns shall possess and be vested with all rights and privileges as to abatement and appeal of valuations, rates, and the like as are accorded owners of real and personal property in Maine. If SELLER is unable to convey title to the Premises in accordance with the provisions of this paragraph, then SELLER shall have a reasonable time period, not to exceed 60 days from the time SELLER receives written notice of a defect, unless otherwise agreed to by both parties, during which it shall make a good faith effort to remedy the defect, after which time, if such defect is not corrected so that there is marketable and insurable title, BUYER may within 2 days thereafter, at BUYER's option, withdraw the Deposit, and neither party shall have any further obligation hereunder. BUYER may, at BUYER's option elect to close notwithstanding any such defects that may exist.
5. **POSSESSION.** Full possession of the Premises will be delivered to Buyer at the transfer of title, free and clear of all tenancies or occupancies by any person or entity. Notwithstanding the previous sentence, in the event that the SELLER is unable to fully remove the Retained Property before the closing date, BUYER and SELLER shall in good faith negotiate and execute a license agreement pursuant to which

SELLER shall be allowed to store the Retained Property on the Premises and continue to operate its sand and salt operations from the Premises until no later than June 15, 2015, provided, however, that SELLER shall endeavor to remove the Retained Property at the earliest date feasible prior to June 15, 2015. Such license agreement shall provide that SELLER shall be entitled to store the Retained Property and continue to operate its sand and salt operations from the Premises until the earlier of June 15, 2015, or the date that it removes the Retained Property from the Premises. Such agreement shall also include the following indemnification provision: "SELLER subject to and limited by the defenses, immunities and limitations of liability available to SELLER under the Maine Tort Claims Act, 14 M.R.S. § 8101 et seq., shall indemnify and hold Buyer harmless from any claims, damages, demands or liabilities resulting from SELLER's exercise of its rights under this license agreement, including without limitation, claims for personal injury, property damage and for the cost of removal including mechanic's lien claims, provided that such claims, damages, demands, or liabilities are caused by any negligent act or omission of the SELLER or its agents, employees or contractors. The license agreement shall also provide that SELLER shall cause its contractors or employees removing the Retained Property to deliver to Buyer, no later than 10 days after the completion of the removal of the Retained Property, a waiver of any and all mechanic's liens associated with the cost of the removal of the Retained Property.

6. **INSPECTIONS.** At reasonable times upon reasonable prior notice prior to Closing, and with SELLER's consent, BUYER, its agents, contractors and any prospective lender or investor of BUYER shall have the right to enter the Premises and perform, at BUYER's expense, any and all inspections, tests, surveys or other due diligence inquiries with respect to the Premises as BUYER deems necessary or appropriate. BUYER agrees to return the Premises as nearly as possible to its original condition after all of such tests and inspections. SELLER shall cooperate with BUYER in such inspections. BUYER shall complete any such inspections within 60 days of the date first set forth above (the "Inspection Period"). In the event that an inspection reveals defects or conditions which are unacceptable to BUYER, BUYER may, prior to the end of the Inspection Period, terminate this Agreement and receive back the Deposit.
7. **REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX.** BUYER shall be liable for all real estate taxes beginning as of the start of fiscal year 2016 and continuing thereafter. Because the Property is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes were assessed or will be due for any portion of fiscal year 2015 and no taxes will be prorated at the closing. Any utilities for the Property shall be prorated as of the closing. The Maine real estate transfer tax shall be paid for by Buyer in accordance with 36 M.R.S.A. § 4641-A. SELLER is exempt from paying the transfer tax pursuant to 36 M.R.S.A. § 4641-C. The recording fee for the deed of conveyance and any expenses relating to BUYER's financing or closing shall be paid for by BUYER.
8. **DEFAULT AND REMEDIES.** In the event that BUYER defaults hereunder for a reason other than the default of the SELLER, SELLER shall retain the deposit, it being understood, however, the SELLER's acceptance thereof shall not constitute a waiver of any other legal or equitable remedy available to SELLER. In the event

SELLER defaults under this Agreement, and if BUYER is not then in default hereunder, BUYER shall have the right to pursue specific performance, but at all times may elect in substitution therefor, as its sole remedy, the right to a return of its deposit, together with reimbursement, in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) of reasonable, documented, out-of-pocket costs or expenses incurred by BUYER in connection with its purchase of the Premises, including fees of inspectors, attorneys, or other professionals engaged by BUYER in connection with its purchase of the Premises.

9. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire or otherwise, until transfer of title hereunder, is assumed by the SELLER. The Premises is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event SELLER is not able to deliver the Premises as stated, BUYER may terminate this Agreement and receive a refund of the Deposit.
10. **PROPERTY SOLD "AS IS, WHERE IS."** BUYER acknowledges that BUYER has had an opportunity to inspect the Premises, and to hire professionals to do so, and that Premises will be sold "as is, where is" and "with all faults." SELLER, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Premises. Acceptance by BUYER of the Deed at closing and payment of the purchase price shall be deemed to be full performance and discharge by the SELLER of every agreement and obligation contained herein.
11. **ENVIRONMENTAL INDEMNIFICATION.** BUYER covenants and agrees, at BUYER's sole cost and expense, to indemnify, defend, and hold SELLER harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind, including, without limitation, reasonable attorneys', consultants', and experts' fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against SELLER and relating directly or indirectly to the violation of or compliance with any federal, state, or local environmental laws, rules, or regulations governing the release, handling or storage of hazardous wastes or hazardous materials and affecting all or any portion of the Premises, including without limitation the environmental matters identified in the Tewhey Report identified in and attached to the RFP.
12. **RIGHTS OF SELLER TO REPURCHASE PROPERTY.** If development of the Premises in substantially the form set forth in the Proposal, including the securing of a certificate of occupancy, is not complete within 18 months after the closing, the Seller shall have the right, but not the obligation, to repurchase the Premises at the Purchase Price.

13. **CLOSING.** Time is of the essence in the performance of this agreement. The closing shall be held at City Hall at a time agreeable to the parties on or before seventy-five (75) days after the date first set forth above.
14. **ENTIRE AGREEMENT.** This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Property hereunder. This Agreement cannot be amended except by written instrument executed by SELLER and BUYER.
15. **HEADINGS AND CAPTIONS.** The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.
16. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.
17. **TIME.** The SELLER and BUYER each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.
18. **GOVERNING LAW.** This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.
19. **NOTICE.** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth below. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

FOR THE SELLER:

City of Portland
ATTN: CITY MANAGER
389 Congress Street
Portland, ME 04101

With a copy to: The Office of the Corporation Counsel at the same address.

FOR BUYER: BOPO LLC
Attention: Justin Alfond
58 Alder Street
Portland, Maine 04101

With a copy to: Gary D. Vogel, Esq.
Drummond Woodsum
84 Marginal Way, Suite 600
Portland, ME 04101-2480

20. SIGNATURES; MULTIPLE COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a faxed, pdf or other reproduced or electronic document shall be considered the equivalent of an original signature.

21. BROKERS. Seller and Buyer each represents and warrants that neither has dealt with a real estate broker in connection with this transaction. Buyer agrees to indemnify and hold harmless Seller from any claims made by any broker should Buyer's representation in this paragraph be false. Subject to the limitations of liability set forth in the Maine Tort Claims Act, Seller agrees to indemnify and hold harmless Buyer from any claims made by any broker should Seller's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first written above.

CITY OF PORTLAND

WITNESS

Sheila Hill-Christian
Its Acting City Manager

BOPO, LLC

WITNESS

Justin Alfond
Its Manager

Approved as to Form:

Corporation Counsel's Office

EXHIBIT A – DESCRIPTION OF PREMISES
(to be provided)

EXHIBIT B – MAP/PLAN OF PROPERTY
(to be provided)



**City of Portland
Request for Proposals
For the Sale and Reuse of Property
Located at 71 Hanover Street**

RFP # 5215

Notice and Specifications

Sealed proposals for furnishing the City of Portland with redevelopment of 71 Hanover Street, as specified herein, will be received by the Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101, until January 29, 2015 at 2:00 p.m. at which time they will be publicly opened. Proposals shall be submitted with the attached forms, and returned in sealed envelopes plainly marked on the outside **"SALE AND REUSE OF 71 HANOVER STREET."** Each proposal must be accompanied by a proposal surety deposit equal to 10% of the consideration being proposed. This may be in the form of a certified check, bank treasurer's check, bank cashier's check or money order. **Note: all checks must be in one of the above mentioned forms or the proposal will be rejected.** Proposals that are late, faxed or submitted electronically will not be accepted. All proposals shall be held open to acceptance for sixty days from opening.

Copies of the above documents will be available at the Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, ME 04101. Each prospective proposer will be required to obtain from the City each copy of the proposal form and each set of plans; e-mail jrl@portlandmaine.gov, phone (207) 874-8654, or fax (207) 874-8652. Six (6) complete copies of your proposal submission, including any descriptive literature, shall be submitted on the forms provided and in an envelope plainly marked on the outside with the RFP's title and number

All questions must be submitted in writing to the Purchasing Office. These may be mailed; hand delivered, faxed to (207) 874-8652 or e-mailed to mff@portlandmaine.gov and be received no later than five (5) business days prior to the opening date. Questions received after this time will not be addressed. Any interpretation, correction, or change of this document will be made only by written addenda. Changes in any other manner will not be binding on the City of Portland.

The disposal of this real estate shall be on the basis of a negotiated proposal, with the City of Portland reserving the right to refuse any or all proposals. *All proposers are advised that the property will be sold "as-is" and "where-is", in its existing condition, with no warranties either expressed or implied.* The City disclaims any and all responsibility for injury to proposers, their agents or others while examining the property or at any other time.

Proposals from vendors not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a vendor receive this Request from a source other than the City of Portland, please contact (207) 874-8654 to ensure that your firm is listed as a vendor for this RFP.

I. GENERAL INFORMATION

The City of Portland, Maine seeks proposals from qualified developers for the purchase and redevelopment of the property at 71 Hanover Street, known as the Department of Public Services' Sand and Salt Shed, (hereafter, "the lot"). The site is designated on the City of Portland Tax Assessor's Map as Map 34, Block H, Lot 4-5.

II. SUMMARY OF REQUEST

The City of Portland is committed to provide a balance of development opportunities and has set a goal to evaluate the use of this City-owned property for commercial purposes. As one step in accomplishing this goal, the City of Portland will accept proposals for the redevelopment of this lot at 71 Hanover Street, Portland, Maine (Map 34, Block H, Lot 4-5), in B-2b zone.

An environmental assessment was conducted on the 5-acre parcel that houses the Public Services Department in June 2003 by Tewhey Associates and is attached to the RFP as Appendix A. To facilitate the development of this site, the City of Portland may make loan funding available from the City's Portland Development Corporation, which has business loan programs, including a Brownfield Loan Fund.

The City of Portland's Economic Development Department uses the RFP process to ensure that any proposed redevelopment provides for the maximum public benefit while accomplishing specific objectives and providing fair access to all applicants.

III. GENERAL GUIDELINES

Redevelopment proposals shall provide for commercial development according to the B-2b zoning.

Redevelopment should incorporate costs and measures to properly manage contaminated soil in compliance with state and federal regulations. In general, any soil disturbance should be conducted in accordance with the requirements of the Maine DEP.

The proposed use, design compatibility, readiness, financial feasibility, and development experience are among the scoring factors to be used in the review process.

This RFP outlines the selection criteria which all proposals must meet, as well as scoring factors which will be used by the City of Portland to evaluate the proposals.

IV. BACKGROUND

The site at 71 Hanover Street contains approximately 15,102 square feet. It is located in the City's Bayside area and is currently being used by the City's Department of Public Services for its sand and salt

operations.

V. GOAL FOR THIS RFP

The goal for the sale and redevelopment of the property at 71 Hanover Street is to promote commercial development with a high standard of quality and design. Proposals should not require a contract or conditional zone (although other rezoning consistent with the City's Comprehensive Plan may be considered). Design principles should promote efficient use of land to create infill development that reflects and respects the existing pattern, streetscape, density, scale, massing, exterior materials and design elements that are reflective of the surrounding neighborhood. Heights shall be less than or equal to the surrounding buildings and should minimize the impact of shadows on adjacent property. They should also incorporate high standards of energy efficiency and "green" design criteria.

Proposals should consider the recommendations/goals outlined in the Bayside Vision to provide a variety of diverse uses to increase jobs, housing, and livability in this area.

VI. SCOPE OF SERVICES

All proposals submitted must meet the following selection criteria to be considered further in the review process.

A. Eligible Projects

- 1) Existing zoning compliant proposal;
- 2) Ideally, destination type uses which increase pedestrian activity;
- 3) Projects that will properly manage contaminated soil in accordance with state and federal regulations;

B. Site Information and Criteria

- 1) Purchase Price: The City of Portland is setting a minimum purchase price for this property as: \$340,000.
- 2) Local Approvals: Local land use approval is not required prior to submittal of the proposal.
- 3) Site Feasibility for Proposed Use: The applicant must submit an analysis of the project in relation to local land use regulations and site feasibility.
- 4) Zoning: Proposals must not require a contract or conditional zone (although other rezoning consistent with the City's Comprehensive Plan may be considered).
- 5) Environmental: Proposals must include language indicating the applicant has considered the environmental conditions of the lot and understands the implications of these conditions. The proposal may include a plan summary for addressing said environmental conditions and any planning institutional controls to be applied to the property.

- 6) **Project Timing:** Applicants must outline the timeframe for their proposed project development approval, construction, and occupancy.

C. Financial Feasibility

Possible use of City funding resources: All projects will be reviewed for the proposed use of City funds (loan through the Portland Development Corporation), if any, compared to other resources.

D. Applicant Capacity

All applicants must demonstrate capacity to develop, own, and manage the proposed project. All proposals must provide evidence of a development team with the capacity to successfully complete the project including;

- 1) Key individuals assigned to the project with the abilities and experience to successfully complete the project within the proposed timeframe.
- 2) An architect, general contractor and/or other professionals on the team with the experience and capacity to complete the project.
- 3) An environmental consultant to ensure proper management and handling of contaminated soils as well as establish an environmental management plan after development.
- 4) A portfolio of past or present development projects. Projects that successfully redeveloped contaminated properties should be highlighted.

E. Design Compatibility

Projects must be designed to contribute to the character of the neighborhood and adhere to the following guidelines.

1) Connect the Neighborhood

The development should not be an island unto itself, but rather blend into and enhance the surrounding Bayside community.

2) Design Considerations

- a. **High Quality Design:** Excellence in architectural and landscape design is expected.
- b. **Traditional Design:** Design shall be reflective of the surrounding neighborhood and shall create an infill development that reflects and respects the existing pattern, streetscape, density, scale, massing, exterior materials and design elements of the neighborhood. Buildings should orient to the street.
- c. **Green Design:** The site and buildings shall be designed to meet the City's Green Building Code.

- d. **Streetscape:** The development shall enhance the pedestrian experience and the public realm. Alternative transportation modes shall be accommodated and incorporated in the project.
- e. **Height:** Heights shall be less than or equal to the average of structures in the surrounding block and should minimize the impact of shadows on the adjacent property.
- f. **Permeability:** Design shall be permeable or porous. View corridors are encouraged.
- g. **Heterogeneity:** Design of the buildings on the site shall be heterogeneous, not homogenous.
- h. **Accessibility:** Universal Design principles shall be incorporated wherever feasible, to ensure that the design is physically accessible to the greatest range of users.

F. Timeframe

The applicant must describe projected dates by which commitments will be obtained; the closing will take place; construction start-up; substantial completion; and, final completion and occupancy. Timeframes must be realistic and achievable. All funded projects must be able to start construction within 12 months of notice of award.

VII. PROPOSAL REQUIREMENTS

Complete responses to this RFP, should include six (6) complete copies of each proposal including one original bearing the hand written signature of an officer or employee having authority to bind the organization and the following, in the order outlined below.

Note: All respondents should investigate legal and zoning requirements for proposed projects prior to submission of proposal.

A. Project Summary

A brief description of the project, no longer than two pages, to include the proposed development, special features, the impact on the neighborhood, and other ways the proposal meets the selection criteria and preference guidelines.

Photographs and maps of the site and area are required.

B. All Proposals Must Provide the Following:

- 1) Conceptual architectural and site plans
- 2) A soil management plan or provision to prepare one including who shall prepare the document and their qualifications upon award

- 3) A project schedule showing critical path events and their timeframe for completion;
- 4) Map showing location of site
- 5) Corporation/partnership articles and by-laws
- 6) A brief development team summary, including:
 - The type of organization/ownership structure
 - The names of Board of Directors, Corporate Officers, or Owners, as appropriate
 - Name, title and relevant experience of individuals involved in managing the business entity and this proposed project.
 - Brief description of similar projects completed
 - A list of all projects currently in development with status and projected timeframe
- 7) Evidence of financial commitments, or explanation of the ability and timing to secure those commitments. A statement describing the applicant's capacity for and experience in raising the type of capital needed to finance projects of this size and type.
- 8) An analysis and discussion of market demand justifying the need for the proposed project.

VIII. SCORING/SELECTION PROCESS

Selection criteria will be used in reviewing and scoring the proposals.

- 1) Point System for Evaluating and Scoring Proposals (Maximum Points 100)
 - A. Proposed use of resources to achieve the City of Portland's goals and address demonstrated need. **25 points**

Maximum points will be awarded for those proposals that demonstrate sufficient market demand, create economic diversity in the neighborhood in which the development is located.
 - B. Financial capacity, including projected development budget, and ability to secure required funds. **25 points**

Maximum points will be awarded for those proposals that demonstrate past experience to raise required funds to support the proposed project.
 - C. Applicant's ability to complete project, including development team, experience, capacity, project readiness and timeframe for completion. **20 points**

Maximum points will be awarded for those proposals that demonstrate a development team with a successful track record in projects of similar size, scale, type and complexity to the proposed project and capacity to fulfill their responsibilities and the readiness of the project to proceed.
 - D. Impact on surrounding neighborhood, including design compatibility **30 points**

and environmental issues.

Maximum points will be awarded for those proposals where the design is consistent with neighborhood design characteristics and minimizes the impact of shadows on the adjacent property, and design is well thought out and appropriate, meet the requirements of the City of Portland's Green Building Code, and where provisions to protect the surrounding community during contaminated soil disturbance are proposed.

2) RFP Evaluation, Selection Process, and Timeframe

Proposals will be reviewed by an evaluation team that will include City of Portland staff. The following process will be used:

- A. Upon closing of the RFP application period, all proposals will be reviewed for completeness.
- B. Complete proposals will be reviewed under the scoring factors in order to recommend the most qualified proposals based on the information submitted. The proposal review team may confer with the applicants and/or third parties to clarify or verify information and request additional information.
- C. Recommendations, along with all proposals and scoring information, and draft purchase and sale agreement, will be forwarded to the City Council's Housing and Community Development Committee for review and approval. Their recommendations will be forwarded to the City Council for final review and approval. Public presentations may be required.
- D. Applicants will be kept informed throughout the review process, specifically in regard to recommendations and funding levels.
- E. The evaluation and review process should be substantially complete by early/mid-March 2015. Applicants will be notified of their proposal status as soon as possible.

IX. INSTRUCTIONS AND OTHER INFORMATION

- 1) The City of Portland reserves the right, at its sole discretion, to award all, a portion, or none of the available funding from this RFP, as well as reject any and all proposals for city funding, based on the quality and merits of the proposals received, or when it is determined to be in the public interest to do so. Furthermore, the City of Portland may extend deadlines and timeframes, as needed.
- 2) Confidentiality: Proposals received by the City of Portland shall become a matter of public record subject to public inspection, except to the extent, which an applicant designates in writing, proprietary data to be confidential and submits that data under separate cover, such information may be held from public inspection, as provided in Maine law: 5 MRSA Sections 13119-A and 13119-B
- 3) Compliance with Federal Law: The selected applicant will be required to certify that the development and management of the project will be in compliance with all applicable laws, executive orders, OMB Circulars and federal regulations, including but not limited to: Fair

Housing Act, Equal Opportunity and Non-discrimination, National Environmental Policy Act (NEPA), the Uniform Relocation Assistance and Real Property Acquisition Policies Act, the Davis-Bacon Act, the Lead Based Paint Poisoning Prevention Act, Flood Disaster Protection Act, Conflict of Interest, Contractor Debarment and Cost Principles.

X. LEGAL REQUIREMENTS

The selected developer will be required to provide a performance guaranty in the form of a letter of credit or a performance bond, the performance of the developer's obligations outlined in this Request for Proposal and subsequent contract to be negotiated with the City. This performance guaranty is separate from any performance guaranty that will be required as a result of the City's site plan review process.

The City shall convey the described real estate by quitclaim deed to the developer, or where the City has obtained a warranty deed for the real estate, it shall provide a warranty deed for the same to the developer.

XI. EQUAL EMPLOYMENT OPPORTUNITIES

Vendor shall comply fully with the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37.

XII. RESERVATION OF RIGHTS

The City of Portland reserve the right, at its sole discretion, to reject any and all proposals based on the quality and merits of the proposals received, or when it is determined to be in the public interest to do so. Furthermore, the City of Portland may extend deadlines and timeframes, as needed.

The City of Portland reserves the right to substantiate any proposers' qualifications, capability to perform, availability, past performance records and to verify that the bidder is current in its financial obligations to the City of Portland.

All materials and equipment used as well as all methods of installation shall comply at a minimum with any and all Federal, OSHA, State and/or local codes, including applicable municipal ordinances and regulations. Additionally, all contaminated soil should be managed in accordance with state and federal regulations.

The successful bidder shall agree to defend, indemnify and save the City of Portland harmless from all losses, costs or damages caused by its acts or those of its agents, and, before signing the contract, will produce evidence satisfactory to the City of Portland's Corporation Counsel of coverage for General Public and Automobile Liability insurance in amounts not less than \$400,000 per person, for bodily injury, death and property damage, protecting the contractor and the City of Portland, and naming the City of Portland as an additional insured from such claims, and shall also procure Workers' Compensation insurance.

Pursuant to City of Portland procurement policy and ordinance, the City of Portland is unable to contract

with businesses or individuals who are delinquent in their financial obligations to the City of Portland. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees. Bidders who are delinquent in their financial obligations to the City of Portland must do one of the following: bring the obligation current, negotiate a payment plan with the City of Portland's Treasury office, or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

The City of Portland, Maine, reserves the right to waive any informality in proposals, to accept any proposal or portion thereof, and, to reject any and all proposals, should it be in the best in the best interest of the City of Portland to do so.

Date: January , 2015

Matthew F. Fitzgerald
Purchasing Manager

Appendices

PROPOSAL

THIS PAGE MUST BE INCLUDED

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the invitation for bids, and that their proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits that may be derived there from, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City of Portland employee who would be paid to perform services under this proposal. An example of indirect interest would be a City of Portland employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

TOTAL PROPOSAL FOR PROPERTY:

Cash Value: \$ _____ *

Enclosed is a proposal surety of \$ _____ equal to 10% of the amount being proposed.

The proposer acknowledges the receipt of Addenda numbered _____
If Applicable

COMPANY NAME: _____
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: _____ DATE: _____
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

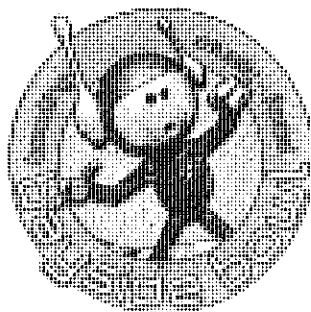
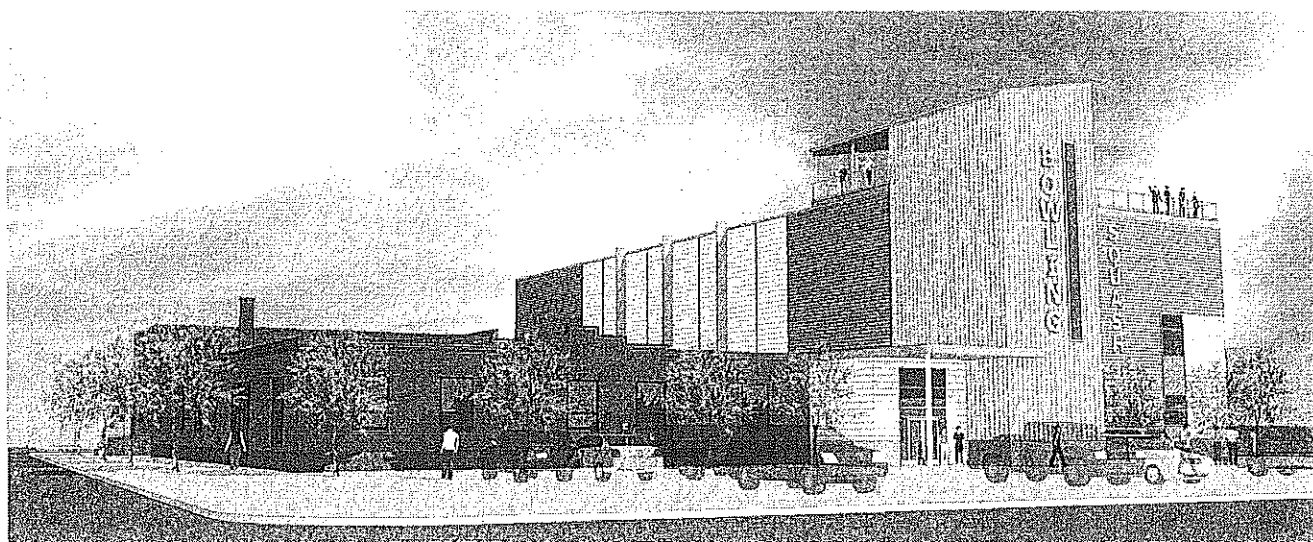
E-MAIL: _____ FEDERAL TAX ID NUMBER: _____

NOTE: All bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. This sheet must be signed and returned with the proposal package.

PROPOSAL FOR 71 HANOVER STREET

CITY OF PORTLAND
RFP # 5215

JANUARY 29, 2015



PROPOSAL***THIS PAGE MUST BE INCLUDED***

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the invitation for bids, and that their proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits that may be derived there from, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City of Portland employee who would be paid to perform services under this proposal. An example of indirect interest would be a City of Portland employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

TOTAL PROPOSAL FOR PROPERTY:

Cash Value: \$ 340,018

Enclosed is a proposal surety of \$ 34,001.80 equal to 10% of the amount being proposed.

The proposer acknowledges the receipt of Addenda numbered #1 If Applicable

COMPANY NAME: BoPo LLC
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: Justin Alford DATE: 1/25/15
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: Justin Alford, manager

ADDRESS: 58 Alder Street Portland, ME 04101

TELEPHONE: 207-232-4187 FAX: _____

E-MAIL: jalford@gmail.com FEDERAL TAX ID NUMBER: 45-2407949

NOTE: All bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. This sheet must be signed and returned with the proposal package.

CITY OF PORTLAND, MAINE

For the Sale and Reuse of Property Located at 71 Hanover Street
RFP #5215Current Date: January 13, 2015

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE RFP PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

MATTHEW FITZGERALD
PURCHASING MANAGER

Please find on the following page our response to a question recently received related to this RFP.

Receipt of Addendum No 1 to the City of Portland's Bid #5215, For the Sale and Reuse of Property Located at 71 Hanover Street is hereby acknowledged.

COMPANY: BoPo LLCNAME: Justin AlfondSIGNED BY: Just AlfDATE: 1/29/15PRINT NAME & TITLE: Justin Alfond, managerADDRESS: 58 Alder StreetPortland, ME04101

ZIP CODE

Addendum #1

CITY OF PORTLAND, MAINE

**For the Sale and Rense of Property Located at 71 Hanover Street
RFP #5215**

Question:

When my team and I reviewed the RFP for 71 Hanover, we identified a clarifying question under general guidelines:

"Redevelopment proposal shall provide more commercial development according to the B-2B zoning."

Is the B-2B zoning correct? Our understanding is that this is a B-7 zone. Can you please clarify?

Response:

This property is located within a B-7 zone (Mixed Use Urban District Zone).

CITY OF PORTLAND, MAINE

**For the Sale and Reuse of Property Located at 71 Hanover Street
RFP #5215**

Question:

When my team and I reviewed the RFP for 71 Hanover, we identified a clarifying question under general guidelines:

"Redevelopment proposal shall provide more commercial development according to the B-2B zoning."

Is the B-2B zoning correct? Our understanding is that this is a B-7 zone. Can you please clarify?

Response:

This property is located within a **B-7 zone** (Mixed Use Urban District Zone).

RYAN SENATORE ARCHITECTURE

January 26, 2015

Matthew F Fitzgerald
Purchasing Manager
City of Portland Maine
389 Congress Street
Portland, Maine 04101

Re: 71 Hanover Street Proposal - Project and Design Narrative

The building to be located at 71 Hanover Street as shown in this proposal is an addition to the adjacent existing brick structure which houses Bayside Bowl. The planned addition will expand Bayside Bowl on the first level and provide additional recreational activity on the second and third levels. The second and third levels would be the new home of Portland Community Squash. The building's roof level will be partially covered with a roof deck for the patrons of Bayside Bowl.

Bayside Bowl will celebrate five years in business this June, 2015. Their business has grown steadily to where an expansion is necessary to accommodate customers. Customers include multiple leagues, corporate business and walk-ins. The addition will add eight ten pin bowling lanes, dining/lounge area, a function room, a bar and DJ platform and needed back of the house facilities (food and keg coolers, dry storage). The third floor outdoor deck will take advantage of the views of the Back Cove, East End and Mt. Washington. The deck will allow Bayside Bowl to draw business into the neighborhood during the warmer months when business is slow.

Portland Community Squash Portland Community Squash Incorporated as a 501(c)(3) organization in 2013, and has been working with students from King, Waynflete, and Casco Bay HS on two converted racquetball courts at the Portland YMCA. At 71 Hanover Street, Portland Community Squash plans to pioneer 'community squash' – bringing together adult leagues, competitive middle and high school youth squash programs, and a robust urban squash program, all under one roof. Our facility will include eight singles courts, one doubles court, a small gym, classrooms, and both adult and child locker rooms. We hope our facility will act as a second home for the students of the Bayside neighborhood, and a place to exercise and give back for our members that live and work on the peninsula.

The intent of the building design is to add vibrancy to the existing neighborhood fabric. We have spent much time walking around the Bayside Neighborhood looking at the existing neighborhood and building typologies. The neighborhood has a diverse mix of Architectural forms ranging from smaller residential structures to large multistory commercial buildings.

We have utilized durable materials such as masonry and pre-finished metal siding to create a long life span structure that will keep its fresh appearance for many years ahead. The quality of the design is very important on this site, the building is scaled down with the use of multiple siding colors and patterns to relate to the human experience at the sidewalk level. Materials chosen emphasize a crisp clean building that will add to the neighborhoods revitalization. The building base is comprised of masonry defining how the building meets the ground. The first story is clad with metal corrugated siding that is broken up with windows along Hanover Street. The facade above is designed to reflect the

207-650-6414

senatorearchitecture.com

ryan@senatorearchitecture.com

565 Congress Street, Suite 304
Portland, Maine 04101

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RYAN SENATORE ARCHITECTURE

Squash Court use within utilizing projecting contrasting color elements adding to the visual interest of the building. The main entry to the structure facing Lancaster street is highlighted by an entry tower clad in vertical pre-finished metal siding. This element knits the existing structure to the new addition and serves as a neighborhood marker to the active recreational activities that lie within.

Sustainable design is important to our team, the proposed structure and landscape designs will be developed to maximize energy efficiency and reduce the building's environmental impact. The project will be designed to meet and exceed the City of Portland Green Building Code. We are proposing a highly efficient building envelope with continuous insulation and air sealing details. The building will reduce its energy consumption by the use LED lighting, high efficiency HVAC systems and a white membrane roof to reduce HVAC energy loads. The Landscape design will be comprised of native plantings that do not require irrigation systems.

The use of landscaping is also an important design tool to help scale the building and create a relationship to the street and pedestrian experience. At the building setbacks from the street we have designed linear planting areas that extend for a large percentage of the facades along the Streets. These plantings will soften the building wall and add color and texture along the sidewalks.

The building height is proposed to be approximately 45' above grade, this height has been determined by many factors, including the proposed uses and functions, the height overlay map for the neighborhood, and to relate to the existing buildings in the neighborhood.

It is very important to the design team to provide a structure that allows unimpeded access to all levels of the building. We are proposing a passenger elevator and interior ramps to provide wheelchair access to all spaces for all users.

The proposed building at 71 Hanover Street is an urban infill project that will help define the city block it is located on. The building's design is derived from the many Architectural typologies that exist in the neighborhood, we have used color, texture, rhythm, massing, and landscape as tools to scale the project and integrate it into the existing neighborhood fabric.

We believe that this project will enhance the existing neighborhood by generating pedestrian activity on the neighboring streets and spur positive growth for years to come. Should you have any questions about the building design feel free to contact me.

Sincerely,



Ryan Senatore, AIA LEED-AP

Principal

207-660-6414

senatorearchitecture.com

ryan@senatorearchitecture.com

565 Congress Street, Suite 304
Portland, Maine 04101

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Site Feasibility for Proposed Use

The acquisition of the 71 Hanover Street properties provides the opportunity to expand the existing facilities and build upon Bayside Bowl's success by increasing the recreation activities for the greater Bayside neighborhood. Recent and proposed residential redevelopment in Bayside lends itself to a greater demand from residents and the expansion promotes the goals of the Vision for Bayside as a neighborhood.

The parcel identified as Tax Map 34 Block H Lots 4-5, 71 Hanover Street, is located within the B7 Mixed Use Development District Zone. The proposed expansion of the Bayside Bowl, including Portland Community Squash, is a permitted use within the B7 zone. We have reviewed the draft Flood Hazard mapping prepared by FEMA and the parcel is situated just outside the 2% flood area defined for the Bayside neighborhood. Available City topography indicates the site is above elevation 10 FT, that has recently been identified as the flood elevation in the Bayside neighborhood, and appears to support the FEMA mapping. A topographic survey of the property will be completed to verify flood hazard limits.

The parcels are contiguous with parcels owned by BOPO LLC, lots 2-3 (Bayside Bowl) and will create a unified lot that has frontage and access on Alder and Hanover Street's. Existing utility infrastructure will serve the proposed addition. The existing gravel parking lot fronting along Kennebec Street will continue to provide parking for the Bayside Bowl. We understand that the City is presently working on design plans for the extension of Somerset Street and the Bayside Trail that may impact the future alignment of Kennebec Street. The final design of improvements along the Kennebec Street frontage may be subject to these changes.

We have reviewed the environmental assessment report prepared by Tewhey Associates and are aware of the identified environmental constraints. The conditions and required mitigation measures do not prohibit redevelopment of the property. These conditions are addressed further in the attached letter prepared by Ransom Consulting Engineers.

71 Hanover Street Redevelopment

Bayside Bowl Expansion

Zoning Requirements: The proposed redevelopment of 71 Hanover Street for the expansion of Bayside Bowl is a permitted use and will not require contract or conditional use zoning approval.

B7 Dimensional Requirements

1. Minimum Lot Size	None	Proposed 38,552 SF*
2. Minimum Frontage	None	Proposed 190.60 FT
3. Yard Dimensions		
Front Setback	None except Below (Max Street Setback Alder St.)	Existing 12.5 -14.7 FT
Side Setback	None required	Proposed 0 – 10 FT
Rear Setback	None required (Hanover Street)	Proposed 10 FT
4. Maximum Street Setback:	10 FT (corner lots must comply on both frontage)	Proposed 10 FT
5. Maximum Lot Coverage:	One hundred percent (100%, Lots 2,3,4,5)	Proposed 78 %
6. Maximum Building Height:	According to Bayside Height District B – 105 FT	Proposed 45 FT
7. Minimum Building Height:	According to Bayside District Height B – 3 Floors 45FT	Proposed 45 FT

*CITY 4 & 5 = 15,102 SF

*BOPO2 & 3 = 23,450 SF

In addition to the space and bulk standards for the B7 Mixed Use Development District, we understand that there are the B7 Design Standards that address architecture and site improvements and streetscape design requirements.

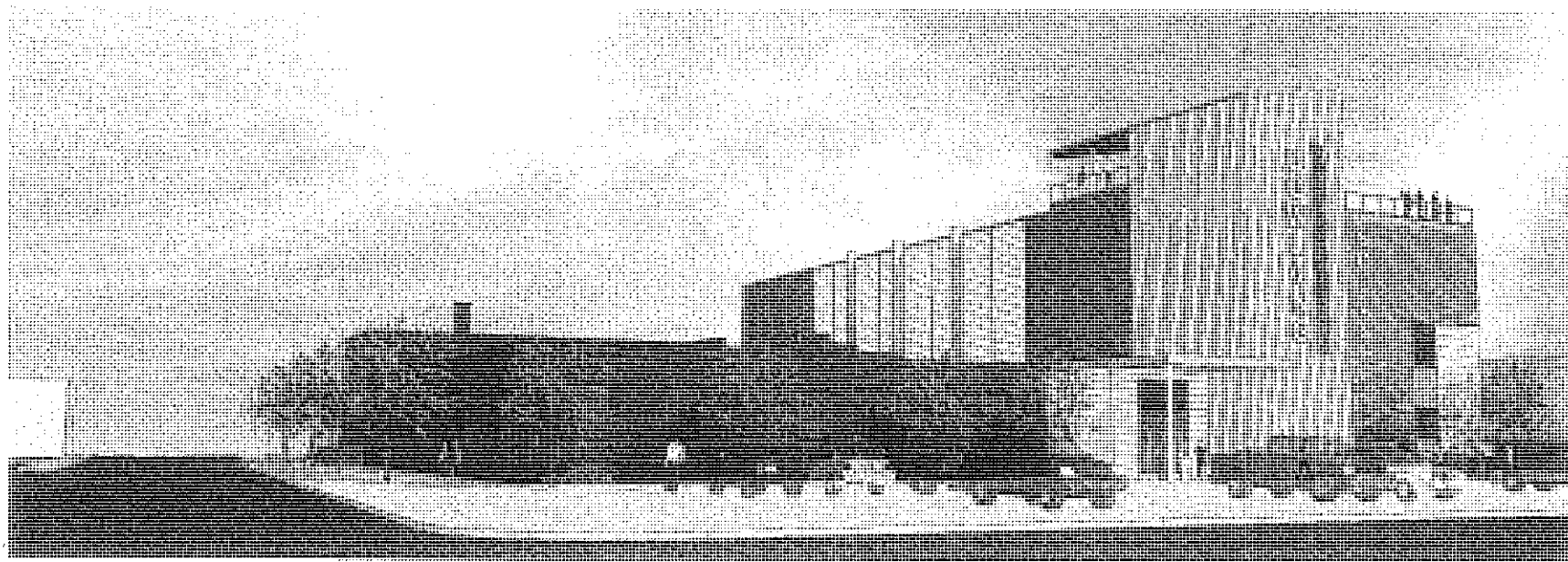


PROPOSED ADDITION TO DAYSIDE BOWL

Exhibit D to PSA - BoPo LLC Proposal
January 28, 2018



PORTLAND
COMMUNITY
SQUASH



1 VIEW LOOKING EAST
NOT TO SCALE

PORTLAND
BUILDERS

PORTLAND
BUILDERS

Mitchell
& Associates
LANDSCAPE ARCHITECTS

RYAN SENATORE ARCHITECTS

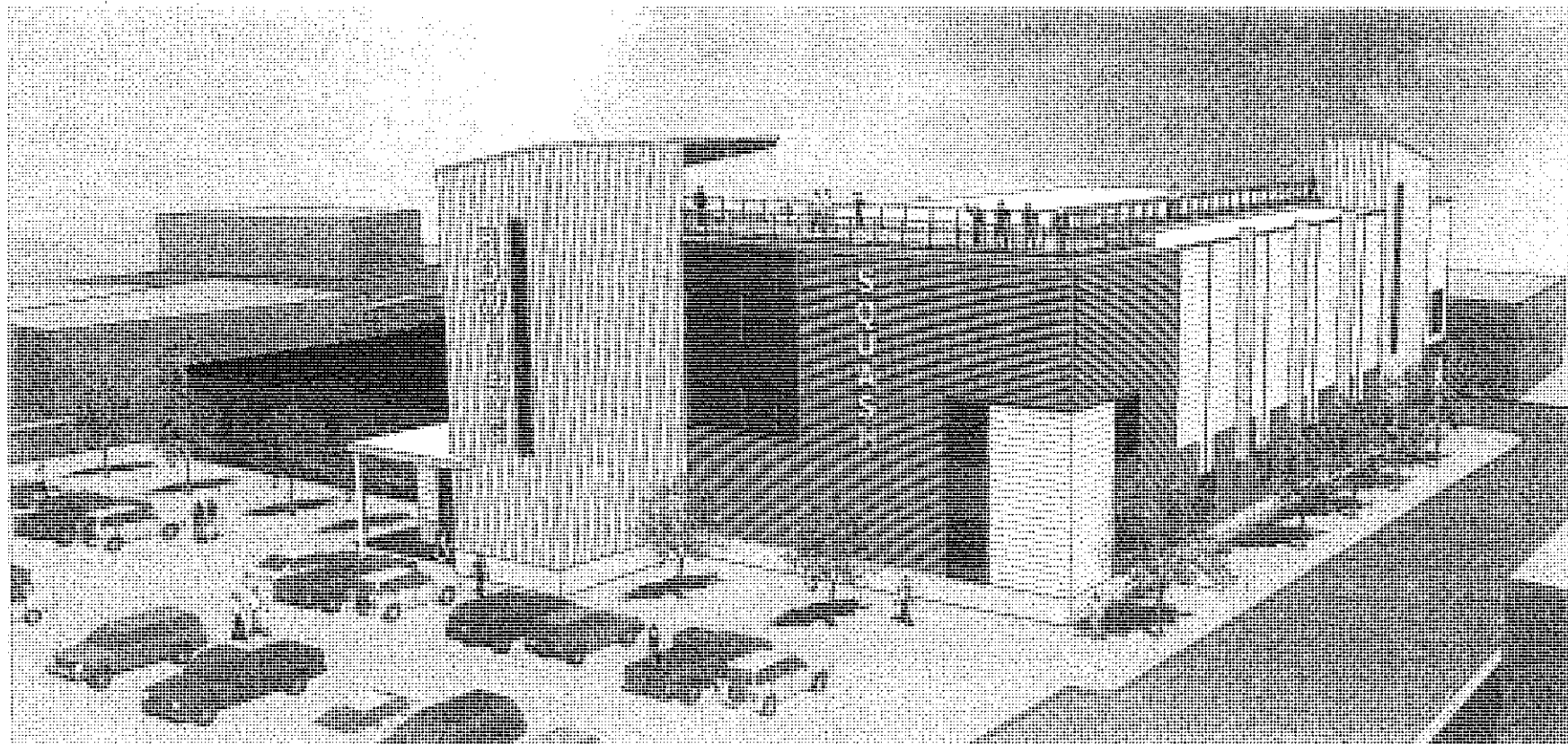


PROPOSED ADDITION TO BAYSIDE BOWL

Exhibit D to PSA - BoPo LLC Proposal



PORTLAND
COMMUNITY
SQUASH



1 BAYSIDE VIEW
NOT TO SCALE

PORTLAND
BUILDERS

Mitchell
& Associates
ARCHITECTS

RYAN SENATORE ARCHITECTS

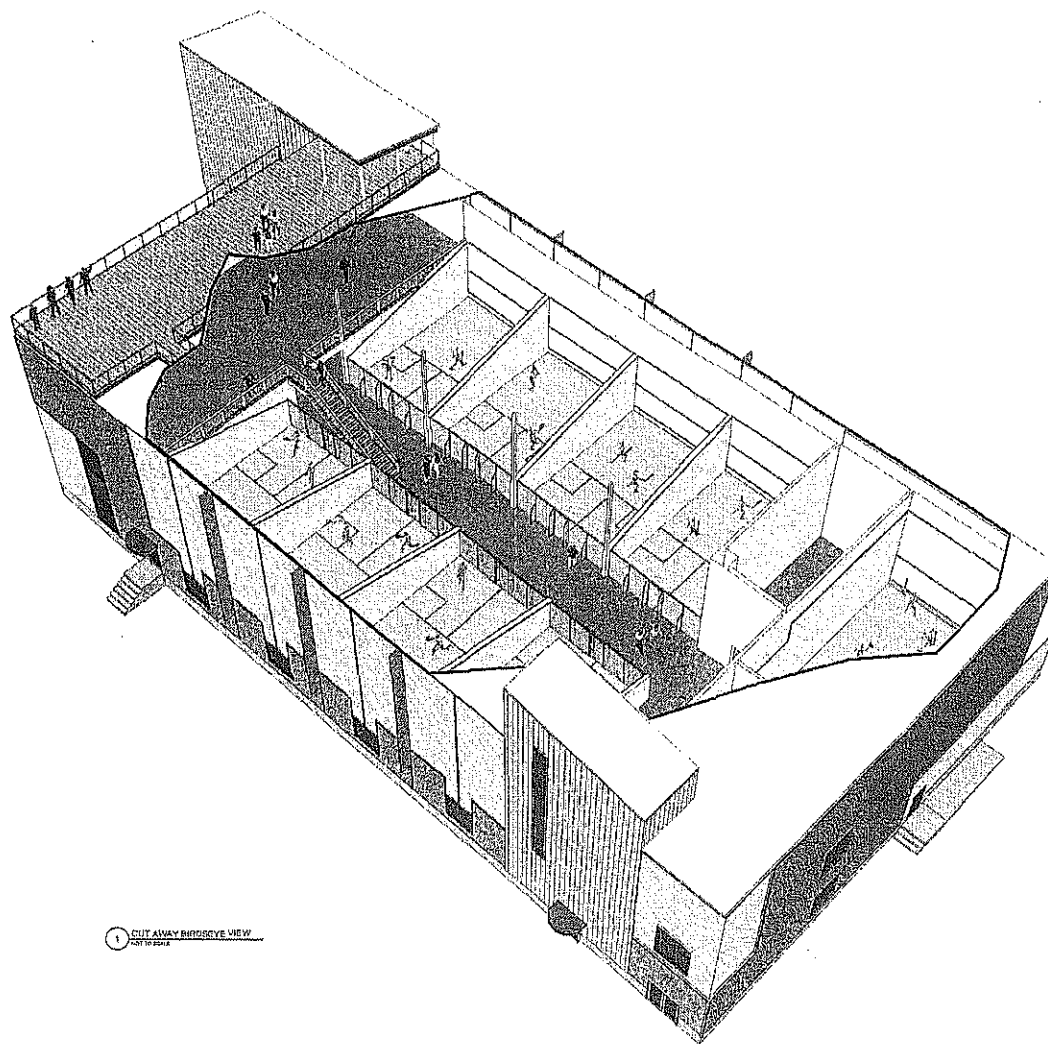


PROPOSED ADDITION TO BAYSIDE ROWL

Exhibit D to PSA - BoPo LLC Proposal
JANUARY 20, 2015



PORTLAND
COMMUNITY
SQUASH



1 CUT AWAY BRIDGE VIEW
NOT TO SCALE

PORTLAND
BUILDERS

PROPOSED FIRM ONLY
for firm's information

Mitchell
& Associates
ARCHITECTS

RYAN SENATORE ARCHITECTS

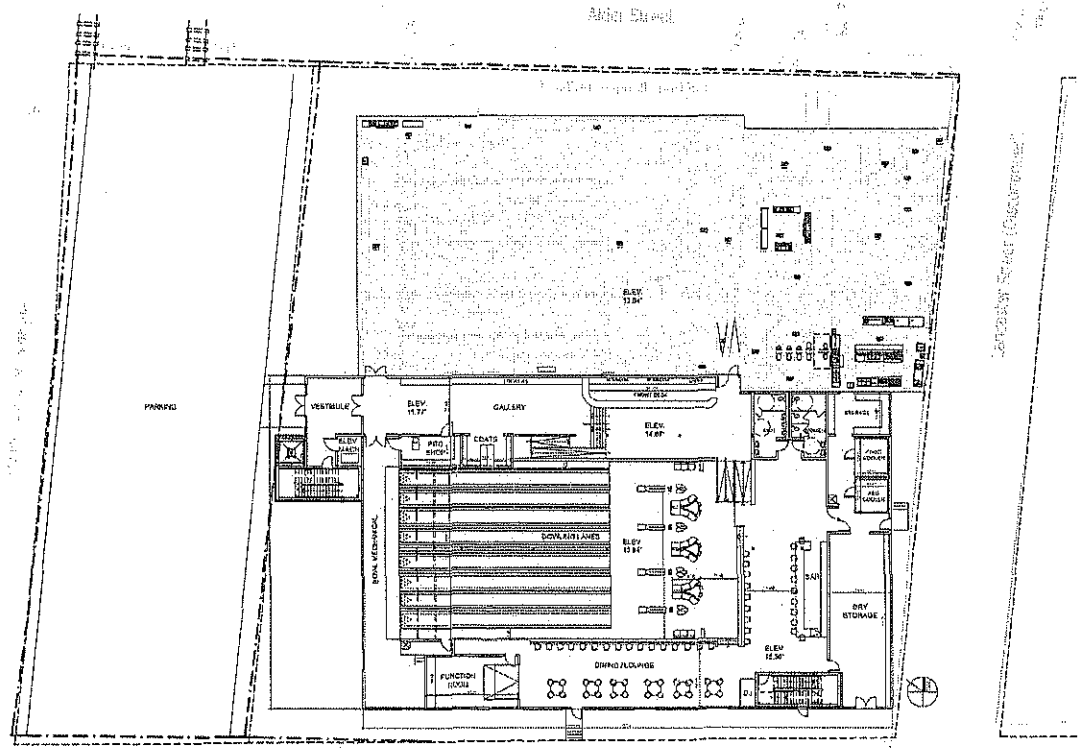


PROPOSED ADDITION TO BAYSIDE BOWL

Exhibit D to PSA - BoPo LLC Proposal
JANUARY 28, 2015



PORTLAND
COMMUNITY
EQUAULT



1 SITE PLAN
1/28/15

PORTLAND
BUILDERS

FOR OFFICIAL USE ONLY
NOT FOR CONSTRUCTION

Mitchell
& Associates
ARCHITECTS

RYAN SENATORE ARCHITECTS PART

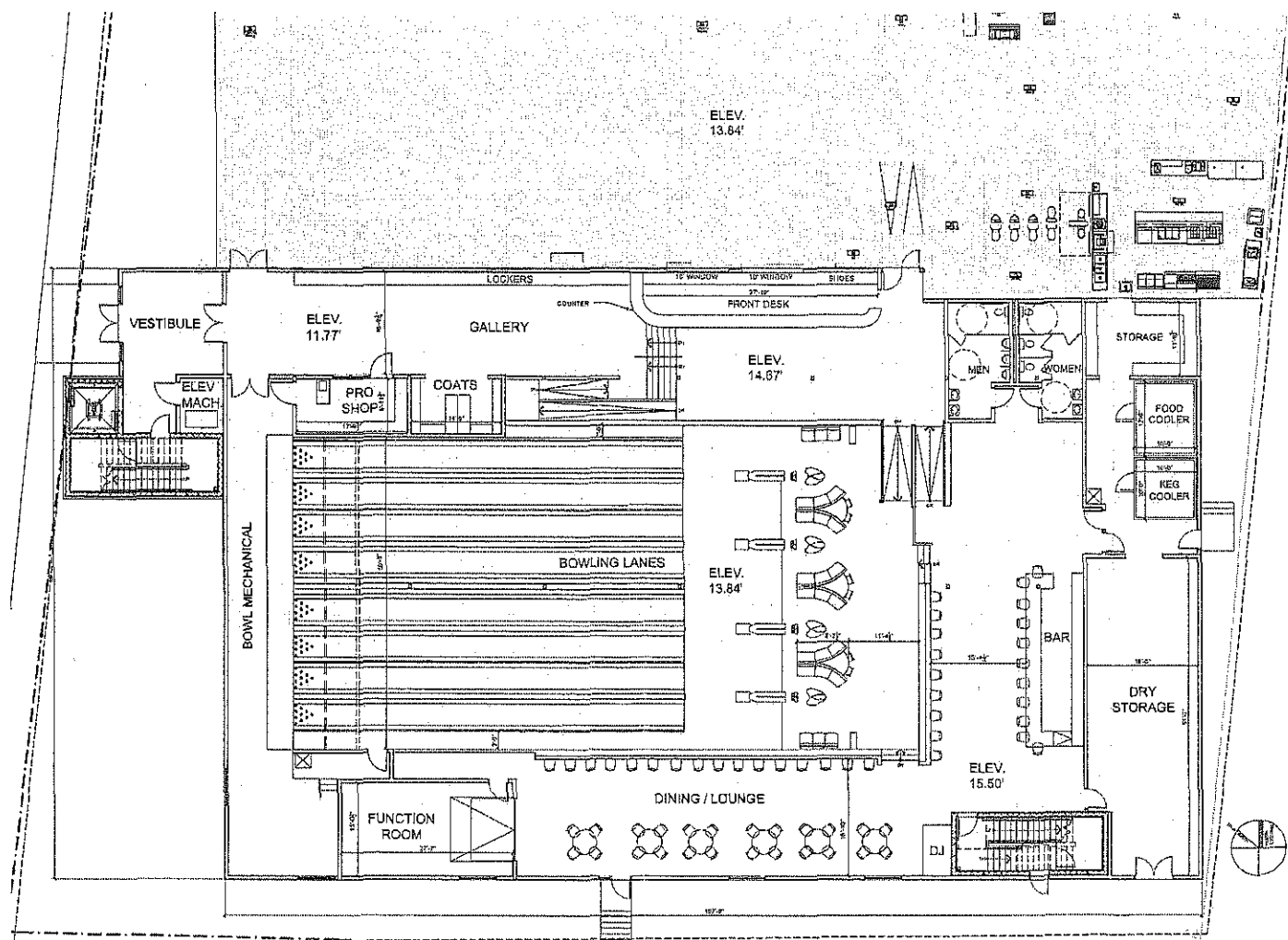


PROPOSED ADDITION TO BAYSIDE BOWL

Exhibit D to PSA - BoPo LLC Proposal
JANUARY 26, 2019



PORTLAND
COMMUNITY
SQUASH



PORTLAND
BUILDERS

1 FIRST FLOOR PLAN

PREPARED BY
Mitchell & Associates

Mitchell
& Associates
ARCHITECTS

RYAN SENATORE ARCHITECT

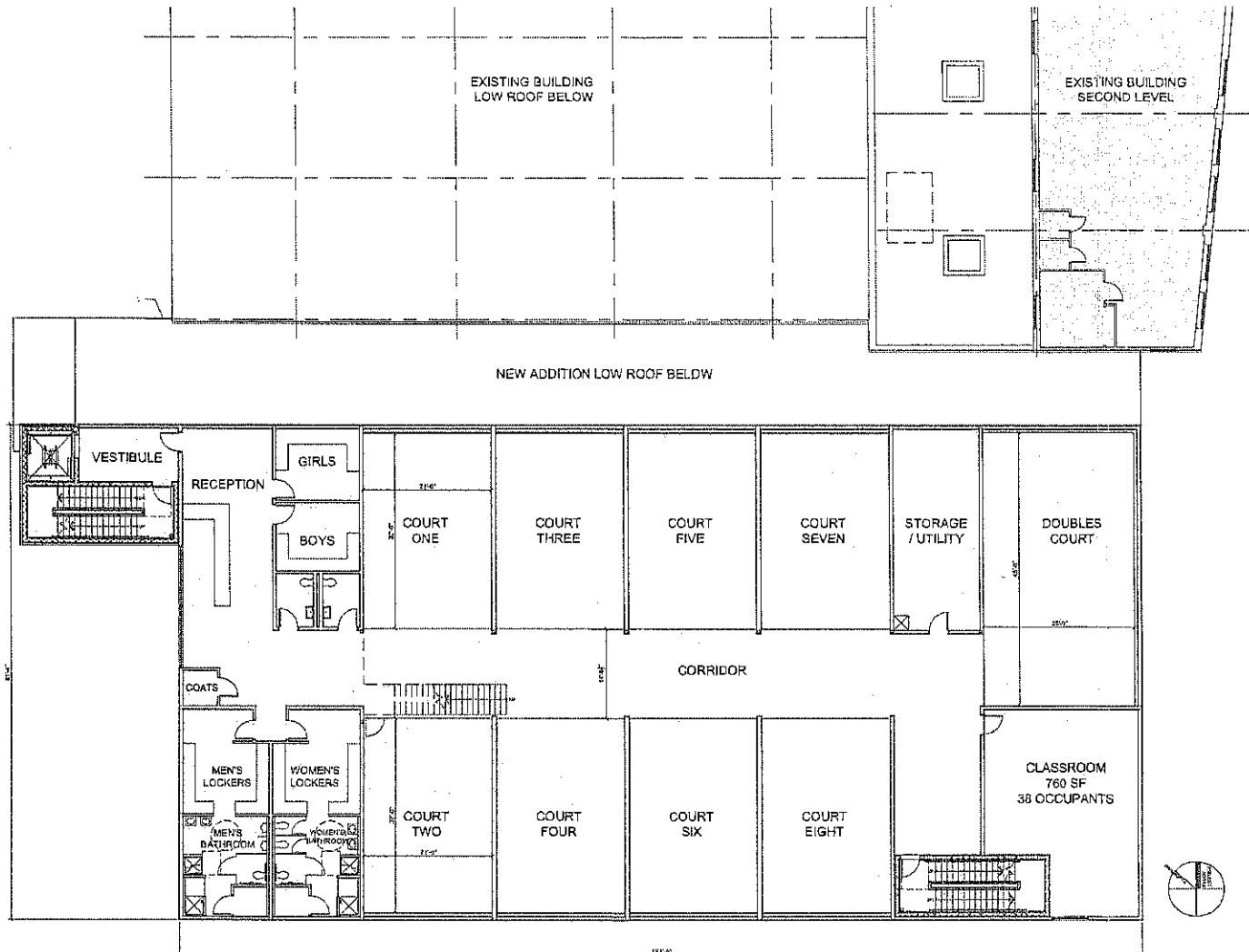


PROPOSED ADDITION TO BAYSIDE BOWL

Exhibit D to PSA - BoPo LLC Proposal
JANUARY 28, 2016



PORTLAND
COMMUNITY
SQUASH



PORTLAND
BUILDERS

1 SECOND FLOOR PLAN
1/1/16

PROPOSED FLOOR PLAN
See for details

Mitchell
& Associates
ARCHITECTS

RYAN SENATORE ARCHITECTS, INC.



PROPOSED ADDITION TO BAYSIDE BOWL

Exhibit D to PSA - BoPo LLC Proposal
JANUARY 22, 2015

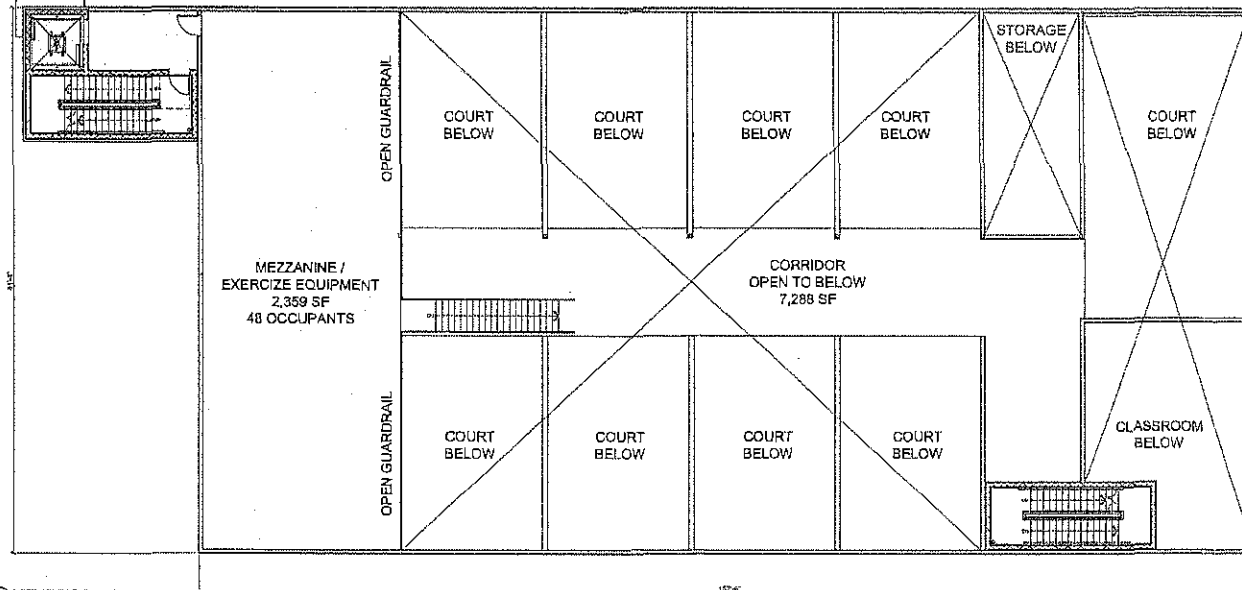


PORTLAND
COMMUNITY
SQUARE

EXISTING BUILDING
LOW ROOF BELOW

EXISTING BUILDING
SECOND LEVEL
ROOF BELOW

NEW ADDITION LOW ROOF BELOW



PORTLAND
BUILDERS

1 MEZZANINE LEVEL PLAN
07-15



RYAN SENATORE ARCHITECT
35 of 56



PROPOSED ADDITION TO BAYSIDE BOWL

Exhibit D to PSA - BoPo LLC Proposal
JANUARY 26, 2015



PORTLAND
COMMUNITY
SQUASH

EXISTING BUILDING
LOW ROOF BELOW

EXISTING BUILDING
SECOND LEVEL
ROOF BELOW

NEW ADDITION LOW ROOF BELOW

VESTIBULE

ROOF MEMBRANE

ROOF DECK

EGRESS WALKWAY

PORTLAND
BUILDERS

1 ROOF PLAN
1/8" = 1'-0"



RYAN SENATORE ARCHITECT



Consulting
Engineers
and Scientists

January 22, 2015

Proposal 151.06004

Robert B. Metcalf, Principal
Maine Licensed Landscape Architect
Mitchell & Associates
70 Center Street
Portland, Maine 04101

Re: Acknowledgement of Environmental Conditions & Qualifications for Professional Services
71 Hanover Street
Portland, Maine

Dear Bob:

Ransom Consultants, Inc. (Ransom) has prepared this letter in support of your proposal to the City of Portland Request for Proposal (RFP) for the sale and reuse of property located at 71 Hanover Street (the Site). The purpose of this letter is to provide acknowledgment of existing environmental soil conditions at the Site and to present our general qualifications and capacity for providing professional engineering and environmental services in support of the project development team established in response to the City's RFP. It is anticipated that Ransom will provide environmental, geotechnical, and site civil engineering professional services to the project team.

ACKNOWLEDGEMENT OF EXISTING ENVIRONMENTAL CONDITIONS:

Ransom understands that several historical environmental assessments and investigations have been previously conducted for the Site. We reviewed the pertinent sections of the following report in preparation of this submittal:

1. Environmental Assessment, Portland Brownfields/DPW Project, Portland, Maine, June 2003 prepared by Tewhey Associates.

Based on our review of this report (or excerpts of this reports), it is our understanding that the Site has been utilized as Portland's Department of Public Works (DPW) facilities for over 100 years. Numerous underground storage tanks surround the site. Over time, some have had spills, remediation has occurred, and it is anticipated that some may remain in the ground and exist as sources of contamination. During the previous Site investigations, we understand that polycyclic aromatic hydrocarbons (PAHs), lead, and/or arsenic were detected in Site soils at concentrations exceeding their corresponding MEDEP Remedial Action Guidelines (RAGs). In addition, petroleum was detected in soil samples collected from the Site. The urban fill soils present additional significant redevelopment complexities, both from an environmental and geotechnical consideration. We have taken the time to review the available

400 Commercial Street, Suite 404, Portland, Maine 04101, Tel (207) 772-2891, Fax (207) 772-3248
Pease International Tradeport, 112 Corporate Drive, Portsmouth, New Hampshire 03801, Tel (603) 436-1490
12 Kent Way, Suite 100, Byfield, Massachusetts 01922-1221, Tel (978) 465-1822
60 Valley Street, Building F, Suite 106, Providence, Rhode Island 02909, Tel (401) 433-2160
2127 Hamilton Avenue, Hamilton, New Jersey 08619, Tel (609) 584-0090

background information for the Site and feel that we have a good understanding of these complexities as they relate to the project team's proposed redevelopment plans.

We also understand that the identified impacted soils will need to be managed in accordance with the requirements of a Soil Management Plan prepared for the Site. Excess or displaced soils that cannot be reused on-Site during future Site redevelopment activities will likely require off-Site disposal as a special waste. Impacted soils to remain in-place or to be reused on-Site will require installation of cover systems (e.g., building foundations, pavement, concrete, soil cover systems, sidewalks, patios, etc.) to mitigate direct contact with the impacted soils during future site reuse.

Ransom staff members consist of Professional Engineers, Professional/Certified Geologists and Hydrogeologists, Environmental Scientists, GIS Specialists, CAD Operators and Technicians, Hazardous Materials Specialists (Building Materials), Industrial Hygienists, Construction Managers and Supervisors, and other support staff. Our professional staff has strong relationships with a broad range of MEDEP and U.S. EPA regulatory staff. These relationships help ensure that our clients are provided with the highest quality service possible.

Nicholas Sabatine, P.G. – Environmental Project Lead

Nick Sabatine will be the Environmental Project Lead for this project, providing senior technical oversight and senior geologic review on remedial plans and documents. As Office Manager for our Portland, Maine office. Nick graduated from the University of Maine at Farmington in 1991 with a B.A. in Geology. He received a Masters of Environmental Law from Vermont Law School in 1992. Nick is a Principal/Vice President and Senior Project Manager at Ransom with over 20 years of professional experience in environmental consulting in Maine. He has been with Ransom for ten years and is responsible for the leadership, management, and growth of the Portland office.

Nick serves as Principal-In-Charge / Senior Technical Reviewer for Ransom's Belfast, Rockland, Lincoln County, Mid-Coast, Bath, SMPDC, GPCOG, and PCEDC's Brownfield Assessment programs and the Town of Dover-Foxcroft's Cleanup of the former Maine Leathers Tannery Site, Central Hall, and former Moosehead Mill projects. He currently serves as the Program Manager for the City of Gardiner's Assessment program and he is responsible for the U.S. EPA Funded Cleanup of the former Old Town Canoe Factory site in Old Town, the Brindis Leathers Site in Canton, Old Tannery in Saco, and the Wilton Tannery site in Wilton. Nick also serves as Ransom's Program Manager on the MEDEP Brownfields Program and is actively engaged in all technical aspects and project management of the sites assigned and assessed by Ransom under the MEDEP's Brownfields program.

Nick has conducted senior review on over 25 MEDEP Brownfield projects in the past four years. Nick was also asked by the State's Brownfields Coordinator to moderate a panel session at the 2010 MEDEP Brownfields Conference, entitled "Turning City Blues to Green", which highlighted recent Maine Brownfields success stories. During the summer of 2014, Nick moderated a GrowSmart panel on Brownfields in Maine.

Bayside Bowl Expansion
 February 1, 2015
 Construction Schedule

	Activity Name	Duration (Days)	Start Date	Finish Date	Feb 15				Mar 15				Apr 15				May 15				Jun 15				Jul 15				Aug 15				Sept 15				Oct 15											
					1	8	15	22	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	6	13	20	27	4		11	18	25	1			
1	Approvals	41.00	2/2/15	3/30/15																																												
2	Construction	155.00	3/30/15	10/30/15																																												
					1	8	15	22	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	6	13	20	27	4	11	18	25	1				

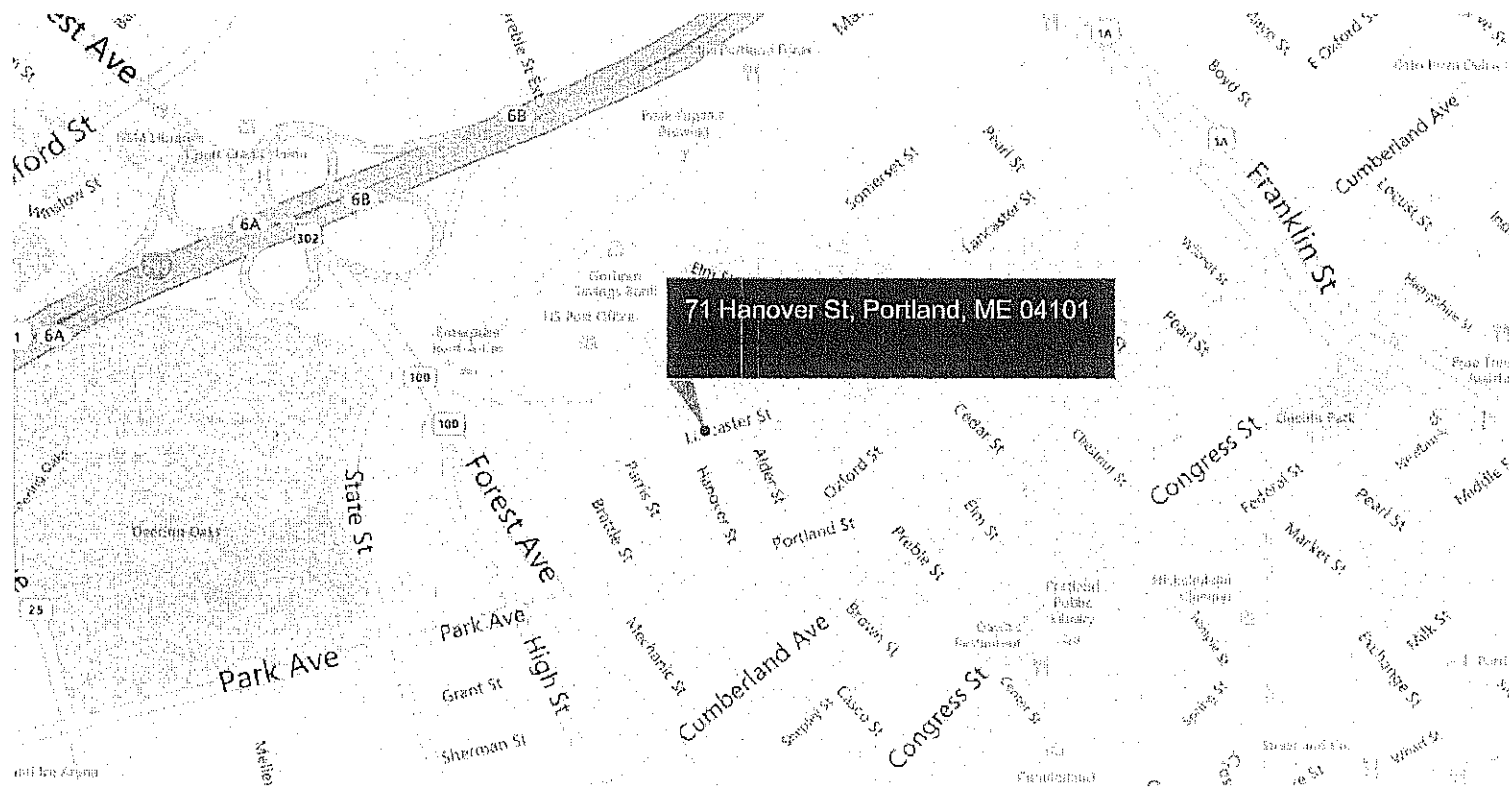


PROPOSED ADDITION TO BAYSIDE BOWL

Exhibit D to PSA - BoPo LLC Proposal
JANUARY 26, 2015



PORTLAND
COMMUNITY
SOCCER



PORTLAND
BUILDERS

PROPOSED ADDITION
TO BAYSIDE BOWL

Mitchell
& Associates
ARCHITECTS

RYAN SENATORE ARCHITECTS

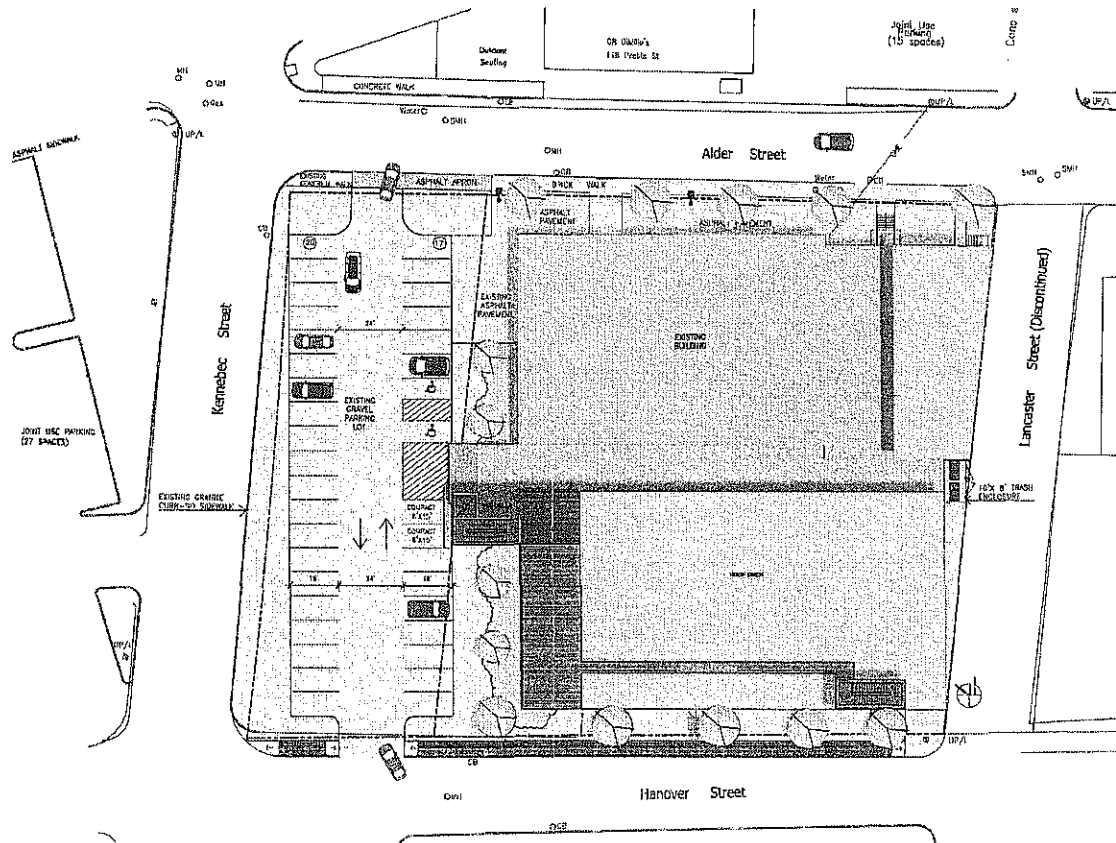


PROPOSED ADDITION TO BAYSIDE BOWL.

Exhibit D to PSA - BoPo LLC Proposed



PORTLAND
COMMUNITY
SQUASH



PORTLAND
BUILDERS

1 SITE PLAN

PREPARED BY
Mitchell
& Associates
ARCHITECTS

RYAN SENATORE ARCHITECT

DOMESTIC
LIMITED LIABILITY COMPANY

STATE OF MAINE

ARTICLES OF ORGANIZATION

Filing Fee \$175.00

File No. 20113510DC Pages 3

Fee Paid \$ 175

DCN 2111601800031 LTLC

FILED

05/31/2011

Julie R. Flynn
Deputy Secretary of State

A True Copy When Attested By Signature

Julie R. Flynn
Deputy Secretary of State

Pursuant to 31 MRSA §622, the undersigned executes and delivers the following Articles of Organization

FIRST: The name of the limited liability company is

BOPO, LLC

(The name must contain one of the following "Limited Liability Company", "L.L.C." or "LLC" — see 31 MRSA §603-A 1)

SECOND: (Check only if applicable)

☐

This is a professional limited liability company* formed pursuant to 13 MRSA Chapter 22-A to provide the following professional services.

(Type of professional services)

THIRD: The Registered Agent is a (select either a Commercial or Noncommercial Registered Agent)

☒

Commercial Registered Agent

CRA Public Number: P10115

Gary D. Vogel

(name of commercial registered agent)

☐

Noncommercial Registered Agent

(name of noncommercial registered agent)

(physical location, not P.O. Box — street, city, state and zip code)

(mailing address if different from above)

FOURTH: Pursuant to 5 MRSA §108 3, the registered agent as listed above has consented to serve as the registered agent for this limited liability company

FIFTH:

(Check one box only)

☐ A. The management of the company is vested in a member or members.

☒ B. 1. The management of the company is vested in a manager or managers

The minimum number shall be 1 managers and the maximum number shall be 5 managers

2. If the initial managers have been selected, the name and business, residence or mailing address of each manager is:

* Do not complete this list of Managers if Item A (member managed) is selected above*

Names of Managers

Address

☐ Names and addresses of additional managers are attached as Exhibit _____, and made a part hereof

SIXTH:

Other provisions of these Articles, if any, that the members determine to include are set forth in the attached Exhibit _____ and made a part hereof

Organizer(s) **

Dated 5.25.2011

Gary D. Vogel
(Signature)

Gary D. Vogel
(Type or print name)

(Signature)

(Type or print name)

(Signature)

(Type or print name)

For Organizer(s) which are Entities**

Name of Entity _____

By _____
(Authorized signature) (Type or print name and capacity)

Name of Entity _____

By _____
(Authorized signature) (Type or print name and capacity)

Name of Entity _____

By _____
(Authorized signature) (Type or print name and capacity)

*Examples of professional service limited liability companies are accountants, attorneys, chiropractors, dentists, registered nurses and veterinarians (This is not an inclusive list—see 13 MRSA §723.7)

- **Articles **MUST** be signed by
- (1) all organizers OR
 - (2) any duly authorized person

The execution of this certificate constitutes an oath or affirmation under the penalties of false swearing under 17-A MRSA §453.

Please remit your payment made payable to the Maine Secretary of State

Submit completed form to:

Secretary of State
Division of Corporations, UCC and Commissions
101 State House Station
Augusta, ME 04333-0101
Telephone Inquiries: (207) 624-7752 Email Inquiries: CEC.Corporations@Maine.gov

**OPERATING AGREEMENT
OF
BOPO, LLC**

(a Sole Member, Manager Run Limited Liability Company)

Dated: May 31, 2011

This Operating Agreement of the Maine limited liability company known as "BOPO, LLC" (the "Company"), formed under the Maine Limited Liability Company Act, 31 M.R.S.A. Sections 601 et seq. (the "Act") is entered into as of the above date by Justin Alfond, the Sole Member, and the Company.

ARTICLE 1

Business

The Company is formed for the purpose of engaging in the business of ownership and leasing real estate and any other business permitted under Maine law and approved by the Sole Member ("Business"). The Company, acting through its Sole Member, shall have all authority and powers necessary or convenient to carry out its business. The Company's principal business location shall be in Portland, Maine or such other location as the Sole Member shall select from time to time.

ARTICLE 2

Members

The Sole Member shall be The Hill, LLC, a Maine limited Liability Company. No additional Members may be admitted without the written consent of the Sole Member. As a condition to the admission of additional Members, the Members shall enter into a comprehensive operating agreement relative to their respective rights and obligations, including, as appropriate, waiver of the Act's default rules relative to per capita voting and per capita distributions.

ARTICLE 3

Membership Interests: Capital Contributions

The Sole Member shall make an initial cash contribution to the Company of Ten Thousand Dollars (\$10,000) and shall transfer the value of start up activities, including travel and other business expenses, as shall be documented on the beginning balance sheet of the Company. The Sole Member shall not be obligated to make any additional contributions to the Company. The Sole Member shall own one hundred percent (100%) of the interests of the Company ("Membership Interest").

ARTICLE 4

Liability

No Member shall have any liability for the debts and obligations of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of the Business and affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member for liabilities of the Company.

ARTICLE 5

Profits, Losses and Distributions; Capital Accounts

5.1 **Allocations.** All profits, losses and distributions of cash or other property from the Company shall be allocated or distributed entirely to the Sole Member, in such manner as the Manager determines to be in the Company's best interest.

5.2 **Capital Accounts.** The Company shall maintain the Sole Member's Capital Accounts in accordance with Section 704(b) of the Internal Revenue Code and the Treasury Regulations promulgated thereunder.

ARTICLE 6

Management

6.1 **Authority.** The Company shall be managed by its Manager and the Manager shall have full and exclusive authority to act on the Company's behalf. Initially, Justin Alfond shall serve as the Manager. The Sole Member may appoint additional or substitute Managers at any time.

6.2 **Powers.** Without limitation, the Manager has authority to purchase, sell, mortgage, lease and dispose of real, personal and intangible property, hire employees, contract with third parties, including affiliates, borrow money and pledge the assets of the Company.

6.3 **Specific Authority.** The Manager shall also have the specific authority to purchase on behalf of and in the name of the Company, certain real estate located at 58 Alder Street, Portland, Maine, and at 38 Kennebec Street, Portland, Maine as set forth in a certain Real Estate Purchase and Sale Agreement dated June 2, 2011, as amended, by and between Skillful RE, LLC and Ross Y. Furman as Sellers and the Company as purchaser, upon the terms and conditions set forth therein, and to take any and all actions on behalf of the Company to complete the real estate purchase transactions contemplated thereby.

ARTICLE 7

Term; Dissolution

7.1 **Term.** The Company shall exist perpetually until dissolved by consent of the Sole Member or as otherwise provided under Maine law.

7.2 **Dissolution.** Upon the Company's dissolution, the Manager shall take all necessary actions to wind up the Company's affairs and shall make all appropriate filings with the Maine Secretary of State. The Company's existence continues until completion of the winding up of the Company's affairs, or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

ARTICLE 8

Withdrawal Rights; Successors

Upon the occurrence of any of the events specified in Section 692 of the Act (including, without limitation, death, adjudication of incompetency, bankruptcy or insolvency, dissolution or voluntary or involuntary withdrawal as a Member), the withdrawing Member's heirs, successors and assigns shall be entitled to all of the benefits of Membership. The withdrawal of a Member shall not cause dissolution of the Company.

ARTICLE 9

Indemnity

The doing of any act or the failure to do any act by a Manager or a Member, the effect which may cause or result in loss or damage to the Company or its property, shall not subject the Manager or Member to any personal liability to the Company or the other Members, unless the Manager's or Member's acts or omissions constituted bad faith, gross negligence, willful misconduct, fraud, or a material violation of this Agreement. The Company shall indemnify the Managers and Members and make advances for expenses incurred in defense of claims of liability to the maximum extent permitted under the Act. The Company shall indemnify its employees and agents who are not Managers or Members to the fullest extent permitted by law provided that such indemnification is first approved by the Manager. The right to indemnification under this Agreement shall be fully vested with respect to any matter. No amendment to this Agreement shall have any retroactive effect except to enhance such right for the benefit of the indemnitee.

ARTICLE 10

Miscellaneous

10.1 **Registered Agent and Office.** The Company shall have the registered agent and office determined from time to time by the Manager and as reported on filings made with the Maine Secretary of State as required by the Act.

10.2 **Accounting Period and Methods.** The Company's accounting period shall be the calendar year. The Company shall use such accounting methods as the Manager deems most advantageous.

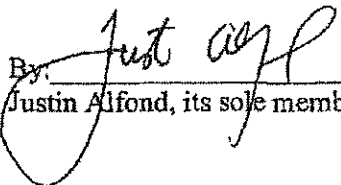
10.3 **Records.** The Company shall maintain complete and accurate books and records of the Company's affairs. At a minimum, the Company shall maintain copies of its Articles of Organization and any Operating Agreement, with all amendments, current and past lists of all members and their addresses, tax returns and financial statements for the past six years, consents or minutes of all meetings of the Members and all documents relative to any Member's obligation to contribute cash, property or services.

10.4 **Governing Law; Binding Effect.** This Agreement shall be governed by, and construed in accordance with, Maine law. This Agreement is binding upon and inures to the benefit of the parties' heirs, successors and assigns.

10.5 **Amendments.** This Agreement and the Company's Articles of Organization may only be amended by *written* consent of the Sole Member. This Agreement constitutes an operating agreement under Maine law.

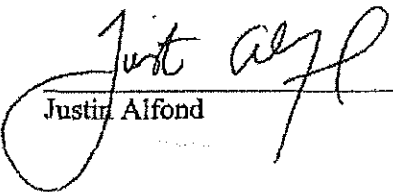
Sole Member:

THE HILL, LLC

By: 

Justin Alfond, its sole member

Sole Manager:


Justin Alfond

Development Team Summary

Exhibit D to PSA - BoPo LLC Proposal

PORTLAND BUILDERS

Project Executive- Joshua Cushman
Project Manager- David O'Connell
Project Administrator- Dorian Tarling
70 Center Street Suite 304
Portland, ME 04101
207-879-0118

RYAN SENATORE ARCHITECTURE

Project Architecture- Ryan Senator
565 Congress Street Suite 304
Portland, ME 04101
207-650-6414



Mechanical Engineer
77 Oak Street
Portland, ME 04101
207-774-4614



Civil Engineer- Robert Metcalf

70 Center Street
Portland, ME 04101
207-774-4427

Owner's Rep- Dale Akeley
P.O.Box 661
Yarmouth, ME 04096
207-831-1180

January 27, 2015

To Whom it May Concern,

Below is a list of the past and present projects that I have completed in the City of Portland:

1. Sheridan Street Heights
135 Sheridan Street
Portland, ME

Summary: co-owner and developer of 20 Condominiums and parking. Two of the units were affordable units under inclusionary zoning. Additionally, worked with Portland Trails to develop the park and path to Fort Sumner Park.

2. 645 Congress Street
Portland, ME

Summary: co-owner and developer of 56 one bedroom and studios with parking. Five of the units were affordable under inclusionary zoning. Additionally, leased approximately 10,000 square feet of retail to four tenants.

3. 443 Congress Street
Portland, ME

Summary: co-owner and developer of seven story commercial building. Fully leased building.

4. Bayside Bowl
58 Alder Street
Portland, ME

Summary: co-owner of bowling center with 12 lanes, full-service restaurant, bar and live music hall. Completely renovated 15,700 square feet into one of Portland favorite sporting and hang out spots.

5. BOPO LLC
58 Alder Street
Portland, ME

Summary: purchased building at 58 Alder Street and two parcels of land.

5) Corporation/partnership articles and by-laws

See attached.

6) A brief development team summary, including:

- The type of organization/ownership structure:
 - BOPO, LLC is a Maine single member, manager run, limited liability company. Its sole member is The Hill, LLC, also a Maine single member limited liability company.
- The names of Board of Directors, Corporate Officers, or Owners, as appropriate
 - The sole owner of BOPO, LLC is The Hill, LLC. Justin Alfond is the sole manager of BOPO, LLC and is the sole manager and president of The Hill, LLC. Justin Alfond is the sole member of The Hill, LLC.
- Name, title and relevant experience of individuals involved in managing the business entity and this proposed project.
 - Charlie Mitchell, Owner & General Manager. Charlie has run Bayside Bowl for the last five years and is involved in the design of the expansion.
- Brief description of similar projects completed
 - Renovated former Skillful Vending into Bayside Bowl in 2009. Charlie Mitchell and Justin Alfond spent 6 months renovating 15,700 square feet into a 12 lane bowling alley, full-service restaurant, bar and music hall.
- A list of all projects currently in development with status and projected timeframe
 - None



Susan B. Gruber
First Vice President

January 26, 2015

Mr. Matthew F. Fitzgerald
Purchasing Manager
City of Portland Maine
389 Congress Street
Portland, Maine 04101

Dear Mr. Fitzgerald:

Please be advised that Justin Alfond has been a client of BNY Mellon for many years and has handled all of his accounts satisfactorily.

I can confirm that he has the financial wherewithal to enter into the land purchase as part of the Bowl Portland project, both to purchase the land and renovate the property.

If you require further information, please contact me directly.

Sincerely yours,

A handwritten signature in black ink that reads "Susan B. Gruber". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Susan B. Gruber
First Vice President

cc: Justin Alfond



Market Analysis and Demand:

Bayside Bowl:

Since our opening in June 2010, Bayside Bowl has been a destination, drawing people into the Bayside neighborhood. We have generated foot traffic into the neighborhood that was non-existent before we launched. Even the New York Times encouraged people to come to the neighborhood to bowl and eat here. In short, a 12-lane Bayside Bowl has been a success. That success, however, has led to a situation where we are turning people away on a daily basis. We regularly have two to three hour waits in the winter months and our busiest holiday party season is generally booked up months in advance. All that business we turn away is forced to leave Portland to spend their dollars.

To continue being successful and to be a destination business in Bayside we need to add more lanes to accommodate our customers. All of our league business is on a wait list and the walk-in business and corporate party business we turn away may be hard to get back if it continues much longer. It's important to note that we are filling the lanes and restaurant in the winter months when most of Portland's service industry is slow. We provide jobs and generate tax revenue when it is most needed in the city.

The addition of 8 lanes and outdoor deck will allow Bayside Bowl to thrive. We will be able to accommodate demand during our peak months and keep spending local. We will also be able to hire more employees in the traditional slow season in town. We are excited to invest further in this City and particularly in the Bayside neighborhood and continue to create a destination business to bring people into the area. The demand has been proven over our 5 years of turning away business. Now we will be able to satisfy it with this new space.

Portland Community Squash:

Portland Community Squash incorporated as a 501(c)(3) organization in 2013, and has been playing on two converted racquetball courts at the Portland YMCA. At 71 Hanover Street, Portland Community Squash plans to pioneer 'community squash' – bringing together adult leagues, competitive middle and high school youth squash programs, and a robust urban squash program, all under one roof. Our facility will include eight singles courts, one doubles court, a small gym, classrooms, and both adult and child locker rooms.

PCS currently is running Portland Rally, a program that serves the less fortunate and newly immigrated students, through tutoring, mentoring, and, of course, squash. Rally Portland begins in 6th grade and supports its participants until they not only enroll in, but graduate from, college. Currently, we have over 60 students involved. In addition, PCS will provide a junior squash league for students from Greater Portland and a high-end membership experience, not unlike private squash clubs in other cities, but at a very affordable, non-exclusive rate. In 2003, Forbes Magazine rated squash the number one healthiest sport to play, and from 2007 – 2011, squash grew 82% in the U.S. to 1.2 million players. In that same period, junior squash grew 400%. According to MaineSquash.com participants at the YMCA have grown from less than 50 total players in 2009 to more than 250 across a wide range of age groups, and league participation has tripled in the 5-year period. We hope our facility will act as a second home for the students of the Bayside neighborhood, and a place to exercise and give back for our members that live and work on the peninsula.

Order 161 - 14/15
Tab 15 2-23-15

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER GRANTING THE FIRST AMENDMENT TO
MAINE BASKETBALL, LLC ARENA LICENSE AGREEMENT**

ORDERED, that the First Amendment to Maine Basketball, LLC Arena License Agreement from the City for the use of the Portland Exposition Building by the Red Claws basketball team is hereby granted in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the Acting City Manager to execute said document and any other related documents necessary or convenient to carry out the intent of said document and this Order.

To: Chairperson & Members of the Finance Committee

CC: Sheila Hill-Christian, Acting City Manager
Andy Downs, Director Public Assembly Facilities

From: Anita LaChance, Director of Recreation & Facilities Management

Subject: Proposed Red Claws Lease Extension

Date: February 4, 2015

City staff was recently approached by Red Claws ownership about extending their lease in exchange for investment in new seating for the Portland Expo. Currently, the only option in the arena is backless bleacher seating. The Red Claws would commit approximately \$366,000 to replace the seating, adding seats with backs & armrests to the center section and seats with backs on either side of center. The bleacher seating capacity would be reduced from 3,223 to 2466, however the only events which have potential attendance greater than 2,400 are events with either seating or standing room on the floor. Staff agrees with the Red Claws that the significant improvement in the guest experience is well worth the loss of seats.

The current agreement expires on June 30, 2019. The proposed extension would be for an additional 5 year term to June 30, 2024 with an option to extend to June 30, 2029, with the following terms:

Capital Investment

- Maine Red Claws commit to purchasing new seating (\$366,000)
- City to approve the seating design and coordinate the installation along with the Red Claws.
- City retains ownership of the seating, even if the Red Claws were to terminate their lease early.

Scheduling

The current contract gives the Red Claws priority in scheduling their games while protecting pre-existing contracts with other users. This was detailed in an appendix to the contract. While some of these users remain, others have been replaced by new events. An update schedule is attached (schedule 4.1).

Lease Payments

In keeping with the existing agreement, lease payments have been structured to cover all staffing costs related to Red Claws events.

- Seasons 11-13 (7/1/19-6/30/22) \$69,840 (\$2,910/game)
- Seasons 14-15 (7/1/22-6/30/24) \$72,240 (\$3,010/game)
- Seasons 16-18 (7/1/24-6/30/27) \$75,120 (\$3,130/game)
- Seasons 19-20 (7/1/27-6/30/29) \$77,520 (\$3,230/game)

All other provisions of the contract would remain the same. The Red Claws receive the net proceeds from parking and concessions and are allowed to sell advertising and sponsorship opportunities, all of which is consistent with the City's agreement with the Sea Dogs.

The following information is attached for your information:

- Updated Schedule 4.1, protecting existing events
- Diagram of new seating layout
- March 30, 2008 Memorandum re: NBA Development League Lease
- Current NBA Development League Lease Agreement

Scheduling – Pre-Existing Contracts

Maine Roller Derby

- an average of 5 events per year, split between spring (April 1 – June 30) and fall (September 1 – October 31) seasons

Multiple Sclerosis Walk

- Typically shares a Saturday date w/ Maine Roller Derby in April

Portland Boxing Club

- 2 dates June & November (Typically the Saturday prior to the MPA Football Championships – 2 weeks prior to the Saturday after Thanksgiving)

Regional Math Meets

- Will use available dates as needed

Maine Brewer's Festival

- Typically the first Saturday in November

Downeast Ski & Snowboard Sale

- Thanksgiving weekend in November (Fri, Sat, Sun)

Portland High School Basketball (Practices)

- Typically start the Monday prior to Thanksgiving and run thru the annual MPA Tournament in February

Portland High School Basketball (Games)

- Typically games start in early December (12/4 in 2014) and run until mid-February. Games typically are played on Tuesdays and Fridays.

Portland High School Basketball (Holiday Tournament)

- 4 Day event starting on December 26th, excluding any Sunday that falls within the time period.

Maine Principals Association (MPA) Class A and B Western Maine Basketball Quarterfinals

- 4 Day event typically mid-February over Presidents Day Weekend (Fri, Sat, Mon, & Tues)

Racin' Preview

- Typically the weekend following the MPA Tournament in mid-February (Fri & Sat)

Southern Maine Middle School Athletic Conference (SMAA) – Indoor Track

- 5 weekends beginning in March (Fri & Sat). If Friday is not available, they will run on Mon & Tues of the following week. Fri & Sat must be available for the last (5th) week (Championship Festival).

Portland SeaDogs Welcome Back Dinner

- Typically the first Wednesday in April (depending on the SeaDogs Home schedule).

Portland Home and Living Show

- (4 Day Show) Typically the 2nd weekend in April (Thurs, Fri, Sat, Sun)

TOTAL NEW PROPOSED SEAT COUNT
1879 TOTAL + 10 PORTABLE SEATS

METRO = 378
BACKREST = 420
12" COURTSIDE = 1501 (21 SEATS
NOT SHOWN)

SEATING LAYOUT NOTE:

SEATING LAYOUT HAS BEEN DESIGNED &
VERIFIED BASED ON THE CODE RELATED
UNDER THE GENERAL NOTES. CHANGES
MAY NEED TO BE MADE IF A NEW CODE
IS REQUIRED.

HUSSEY SEATING COMPANY



Your partner for seating solutions

30 DYER STREET EXT.
NORTH BERKELEY, NC 28906
TELEPHONE (207) 674-2221 FAX (207) 676-8890

IMPORTANT

THIS PLAN HAS BEEN DRAWN IN ACCORDANCE WITH THE
INFORMATION SUPPLIED BY THE ARCHITECT, AND/OR
DEALER. HUSSEY SEATING CO. DOES NOT ACCEPT ANY
RESPONSIBILITY FOR THE ACCURACY OR ADEQUACY,
SHOULD THERE BE ANY DISCREPANCY FROM THE INFORMATION
SUPPLIED WITHOUT THE APPROVAL OF HUSSEY SEATING CO.

GENERAL NOTES

1. DEALER WILL VERIFY ALL DIMENSIONS AND INFORMATION
SHOWN. HUSSEY SEATING CO. DOES NOT ACCEPT ANY
RESPONSIBILITY FOR THE ACCURACY OR ADEQUACY,
SHOULD THERE BE ANY DISCREPANCY FROM THE INFORMATION
SUPPLIED WITHOUT THE APPROVAL OF HUSSEY SEATING CO.
 2. HUSSEY SEATING CO. WILL ASSUME RESPONSIBILITY FOR
MANUFACTURING AND SUPPLYING PRODUCT ACCORDING TO
THIS DRAWING AND APPROVAL.
 3. THE ARCHITECT, GENERAL CONTRACTOR AND OWNER
WILL INSURE THAT FLOORING IS LEVEL WITHIN 2 1/8" IN
8'-0" AND THAT THE FLOORING IS CONTINUOUS.
 4. THE LAYOUT SHOWN IS DRAWN PER
HUSSEY SEATING CO. HUSSEY SEATING CO.
CURRENTLY LAY OUT PER THE 2008
IF THE APPLICABLE CODE IS DIFFERENT FROM THE ONE
STATED, PLEASE INDICATE ON THE USE PROVIDED.
- IF NO OTHER CODE IS INDICATED, IT IS ASSUMED THAT
THE DEALER/ARCHITECT IS AWARE OF THE CODE APPLIED
TO THE LAYOUT SHOWN, AND THAT HUSSEY SEATING CO.
CANNOT BE HELD RESPONSIBLE IF ANY DISCREPANCY
OCCURS.
5. HUSSEY SEATING COMPANY STRIVES TO CONTINUOUSLY
IMPROVE ITS PRODUCT AND MANUFACTURING METHODS.
THE COMPANY RESERVES THE RIGHT TO MAKE CHANGES
WITHOUT NOTICE, WHEN, IN THE OPINION OF THE
COMPANY, SUCH CHANGES IMPROVE THE PRODUCT OR
ITS PERFORMANCE.

REV. 0001 2/06
DATE DESCRIPTION
REVISIONS

SMOKE PROTECTED RATING
UNKNOWN

FIELD SUMMARY

FLOOR CONSTRUCTION: (REQUIRED WITH FIELD CHECK)
WALL CONSTRUCTION: (REQUIRED WITH FIELD CHECK)
ATTACHMENT TYPE: (REQUIRED WITH FIELD CHECK)

Field Check
By: _____ Date: _____
Approved By: _____ Date: _____

KEY PLAN
PORTLAND EXPOSITION BUILDING
PORTLAND, MAINE

DRAWN BY: J CARTER DATE: 1/21/2015

CHECK BY: _____ DATE: _____

SCALE: AS NOTED

CAD NO. OPT_8 JOB NO. Q287381 DRAWING NO. KP01

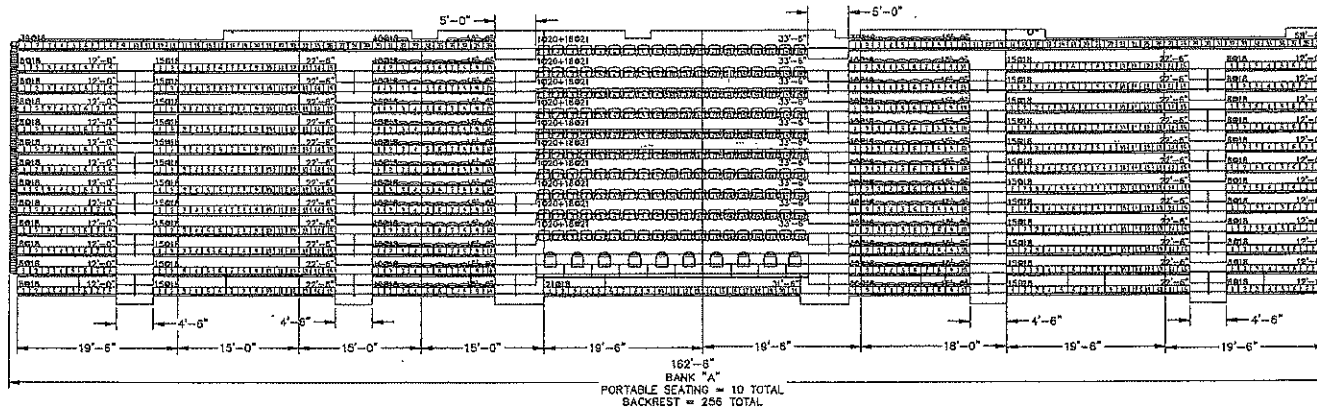
ROLLUP
DOOR

Last Modified: Jan 21, 2015 - 4:13pm Plotted on: Jan 21, 2015 - 4:13pm

SIZE	QUANTITY
18" (458)	0
15" (381)	0
12" (305)	10
21" (533)	150
22" (559)	0
23" (584)	0
24" (609)	0
TOTAL:	160

SIZE	QUANTITY
18" COURTSIDE	0
12" COURTSIDE	891
SPACER W/ CUP	0
TOTAL:	891

TOTAL BACKREST = 256



BANK SUMMARY

BANK "A":
 MAXAM PLUS (WALL ATTACHED)
 9 5/8" RISE
 30" ROW SPACING
 13 TIER
 2ND ROW POWER
 12" COURTSIDE SEATS
 BACKREST
 METRO (1.375 SEAT SPACER)
 REAR FILLER
 COLUMN CUT OUTS
 ADA FLEX ROWS
 FRONT RAIL SCORER'S TABLE (W/EXTENDED
 FRONT SOCKET
 10 - PORTABLE SEATS

SEATING LAYOUT NOTE:

SEATING LAYOUT HAS BEEN DESIGNED & VERIFIED BASED ON THE CODE RELATED UNDER THE GENERAL NOTES. CHANGES MAY NEED TO BE MADE IF A NEW CODE IS REQUIRED.

HUSSEY SEATING COMPANY



Your partner for seating solutions

38 OREN STREET CT.
 NORTH DORCHESTER, MA 02061
 TELEPHONE (207) 678-2211 FAX (207) 678-5500

IMPORTANT

THIS PLAN HAS BEEN DRAWN IN ACCORDANCE WITH THE INFORMATION SUPPLIED BY THE ARCHITECT, AND/OR OWNER. HUSSEY SEATING CO. DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY, OR RELEVANCE, SHOULD THERE BE ANY DEVIATION FROM THE INFORMATION SUPPLIED WITHOUT THE APPROVAL OF HUSSEY SEATING CO.

GENERAL NOTES

1. DEALER WILL VERIFY ALL DIMENSIONS AND INFORMATION SHOWN, INSURE THAT ALL FIELD CHECKED INTERMEDIATE DIMENSIONS EQUAL THEIR CORRESPONDING OVERALL DIMENSION, AND RETURN THIS DRAWING WITH THE APPROPRIATE SIGNATURES FOR FURTHER ACTION.
2. HUSSEY SEATING CO. WILL ASSUME RESPONSIBILITY FOR MANUFACTURING AND SHIPPING PRODUCT ACCORDING TO THIS DRAWING AND APPROVAL.
3. THE ARCHITECT, GENERAL CONTRACTOR AND OWNER WILL INSURE THAT FLOORING IS LEVEL WITHIN 1/8" IN 8'-0" AND THAT THE FLOORING IS CONTINUOUS.
4. THE LAYOUT SHOWN IS DRAWN PER HUSSEY SEATING CO. REPRESENTATION OR ONE DRAWN BY OTHER FOR IBC 2008. IF THE APPLICABLE CODE IS DIFFERENT THAN THE ONE STATED, PLEASE, INDICATE ON THE ONE PROVIDED. IF NO OTHER CODE IS INDICATED, IT IS ASSUMED THAT THE SEATING CONTRACTOR IS AWARE OF THE CODE APPLIED TO THE LAYOUT SHOWN, AND THAT HUSSEY SEATING CO. CANNOT BE HELD RESPONSIBLE OF ANY DEVIATION OCCURS.
5. HUSSEY SEATING COMPANY STRIVES TO CONTINUOUSLY IMPROVE ITS PRODUCT AND MANUFACTURING METHODS. THE COMPANY RESERVES THE RIGHT TO MAKE CHANGES WITHOUT NOTICE WHEN, IN THE OPINION OF THE COMPANY, SUCH CHANGES IMPROVE THE PRODUCT OR ITS PERFORMANCE.

REV.	CHK	DATE	DESCRIPTION
1	XXX	2/18	REVISION
2			REVISION

SMOKE PROTECTED RATING
 UNKNOWN

FIELD SUMMARY (RECOVER WITH FIELD CHECK)

FLOOR CONSTRUCTION: NO
 WALL CONSTRUCTION: NO
 ATTACHMENT: TYPED

Field Check By: _____ Date: _____ Approved By: _____ Date: _____

BLEACHER PLAN
 PORTLAND EXPOSITION BUILDING
 PORTLAND, MAINE

DRAWN BY: J. CANTER DATE: 1/21/2015

CHECK BY: _____ DATE: _____

SCALE: AS NOTED

CAD NO. OPT_8 JES NO. Q287361 DRAWING NO. DP01

HUSSEY SEATING COMPANY



Your partner for seating solutions

34 DIER STREET EXT.
NORTH BURLINGTON, VT 05405
TELEPHONE: (802) 676-2271 FAX: (802) 676-9560

IMPORTANT

THIS PLAN HAS BEEN DRAWN IN ACCORDANCE WITH THE INFORMATION SUPPLIED BY THE ARCHITECT, AND/OR DEALER. HUSSEY SEATING CO. DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY, OR RELEVANCE, SHOULD THERE BE ANY DEVIATION FROM THE INFORMATION SUPPLIED WITHOUT THE APPROVAL OF HUSSEY SEATING CO.

GENERAL NOTES

1. DEALER WILL VERIFY ALL DIMENSIONS AND INFORMATION SHOWN. INSURE THAT ALL FIELD CHECKED INTERMEDIATE DIMENSIONS EQUAL THEIR CORRESPONDING OVERALL DIMENSION, AND RETURN THIS DRAWING WITH THE APPROPRIATE SIGNATURES FOR FURTHER ACTION.
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3. THE ARCHITECT, GENERAL CONTRACTOR AND OWNER WILL INSURE THAT FLOORING IS LEVEL WITHIN 1/8" IN 5'-0" AND THAT THE FLOORING IS CONTINUOUS.
4. THE LAYOUT SHOWN IS DRAWN PER HUSSEY SEATING CO. INTERPRETATION OF CURRENT LAYOUT FOR IBC 2006. IF THE APPLICABLE CODE IS DIFFERENT THAN THE ONE STATED, PLEASE INDICATE ON THE LAYOUT PROMISED. IF NO OTHER CODE IS INDICATED, IT IS ASSUMED THAT THE DEALER/ARCHITECT IS AWARE OF THE CODE APPLIED TO THE LAYOUT SHOWN, AND THAT HUSSEY SEATING CO. CANNOT BE HELD RESPONSIBLE IF ANY DEVIATION OCCURS.
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REV.	CHK.	DATE	DESCRIPTION
1			
2			
3			
4			
5			

SMOKE PROTECTED RATING
UNKNOWN

FIELD SUMMARY (REQUIRED WITH FIELD CHECK)

FLOOR CONSTRUCTION: _____
WALL CONSTRUCTION: _____
ATTACHMENT TYPE: _____
FWD Check Date: _____ App'd Date: _____

BLEACHER PLAN
PORTLAND EXPOSITION BUILDING
PORTLAND, MAINE

DRAWN BY: J. CARTER DATE: 1/21/2015

CHKD BY: _____ DATE: 10/29/2012

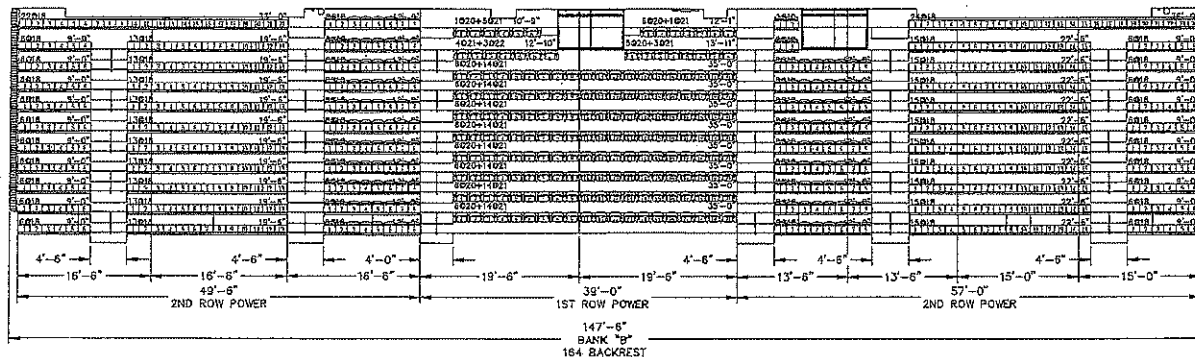
SCALE: AS NOTED

CAD NO. OPT_8 JOB NO. Q267381 DRAWING NO. BP02

SIZE	QUANTITY
18" (458)	0
20" (458)	0
22" (458)	80
24" (458)	129
26" (458)	3
28" (458)	0
30" (458)	0
TOTAL:	182

SIZE	QUANTITY
18" COURTSIDE	0
12" COURTSIDE	610
SPACER	0
SPACER W/ CUP	0
TOTAL:	610

TOTAL BACKREST = 164

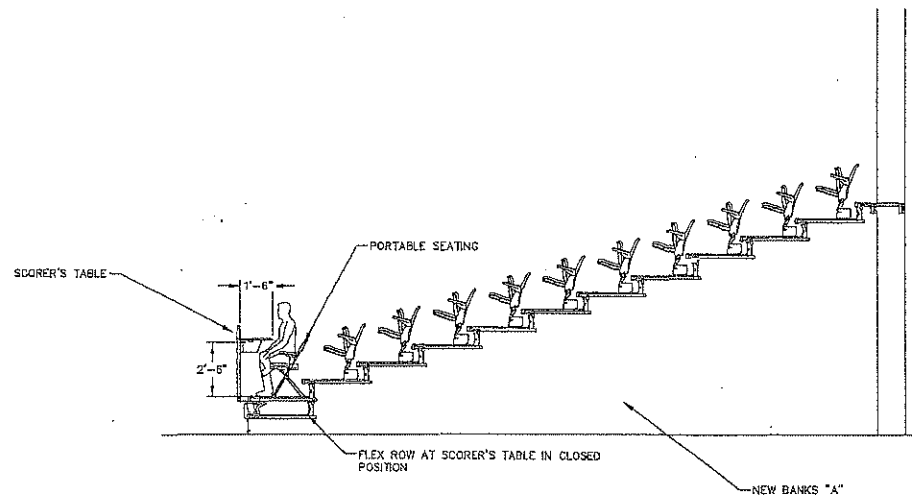
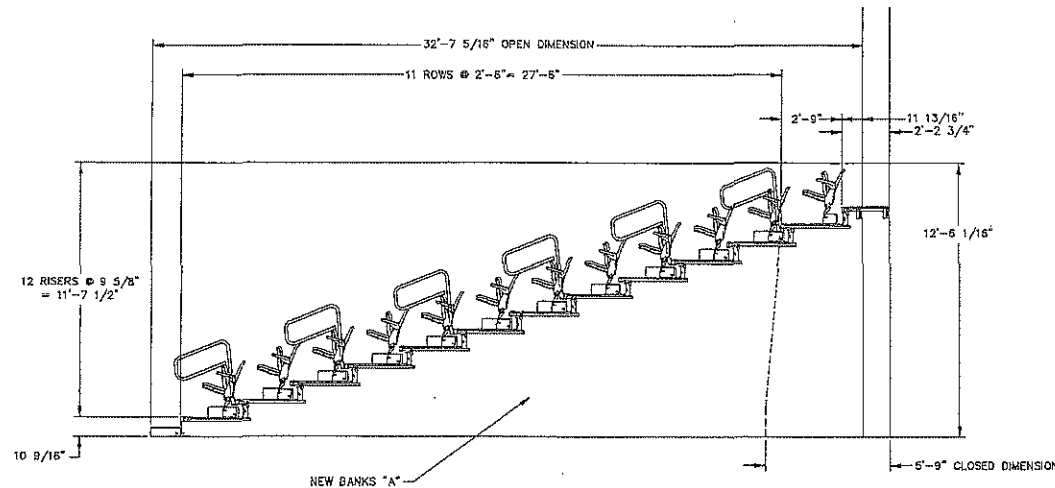


BANK SUMMARY

BANK "B":
MAXAM PLUS (WALL ATTACHED)
9 5/8" RISE
30" ROW SPACING
11 TIER
1ST ROW POWER (CENTER SECTIONS)
2ND ROW (END SECTIONS)
12" COURTSIDE SEATS
BACKREST
METRO (1,375 SEAT SPACER)
REAR FILLER
COLUMN CUT OUTS
ADA FLEX ROWS
2ND ROW
(2 UNITS) 8'-0" X 4'-0" MEDIA PLATFORMS

SEATING LAYOUT NOTE:

SEATING LAYOUT HAS BEEN DESIGNED & VERIFIED BASED ON THE CODE RELATED UNDER THE GENERAL NOTES. CHANGES MAY NEED TO BE MADE IF A NEW CODE IS REQUIRED.



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HUSSEY SEATING COMPANY



Your partner for seating solutions

38 DYER STREET EXT.
NORTH BARNACK, ME 03908
TELEPHONE (207) 676-2271 FAX (207) 676-9650

IMPORTANT

THIS PLAN HAS BEEN DRAWN IN ACCORDANCE WITH THE INFORMATION SUPPLIED BY THE ARCHITECT, AND/OR DEALER. HUSSEY SEATING CO. DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY, OR RELEVANCE, SHOULD THERE BE ANY DEVIATION FROM THE INFORMATION SUPPLIED WITHOUT THE APPROVAL OF HUSSEY SEATING CO.

GENERAL NOTES

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4. THIS LAYOUT DRAWING IS DRAWN PER HUSSEY SEATING CO. INTERPRETATION OF CURRENT LAY OUT PER IBC 2009. IF THE APPLICABLE CODE IS DIFFERENT THAN THE ONE STATED, PLEASE INDICATE ON THE LINE PROVIDED. IF NO OTHER CODE IS INDICATED, IT IS ASSUMED THAT THE DEALER/ARCHITECT IS AWARE OF THE CODE APPLIED TO THE LAYOUT SHOWN, AND THAT HUSSEY SEATING CO. CANNOT BE HELD RESPONSIBLE IF ANY DEVIATION OCCURS.
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REV.	CHK.	DATE	DESCRIPTION
1	MLB	1/21/2015	REVISION
2	MLB	10/28/2012	REVISION

REVISIONS

SMOKE PROTECTED RATING
UNKNOWN

FIELD SUMMARY (REQUIRED WITH FIELD CHECK)

FLOOR CONSTRUCTION: MLB
WALL CONSTRUCTION: MLB
ATTACHMENT TYPE: MLB

Field Check By: MLB Date: 1/21/2015 Approved By: MLB Date: 10/28/2012

SIDE VIEW
PORTLAND EXPOSITION BUILDING
PORTLAND, MAINE

DRAWN BY: J. CARTER DATE: 1/21/2015

CHNG BY: MLB DATE: 10/28/2012

SCALE: AS NOTED

CAD NO.	JOB NO.	DRAWING NO.
OPT_8	Q267881	SV02

SEATING LAYOUT NOTE:

SEATING LAYOUT HAS BEEN DESIGNED & VERIFIED BASED ON THE CODE RELATED UNDER THE GENERAL NOTES. CHANGES MAY NEED TO BE MADE IF A NEW CODE IS REQUIRED.

HUSSEY SEATING COMPANY



Your partner for seating solutions

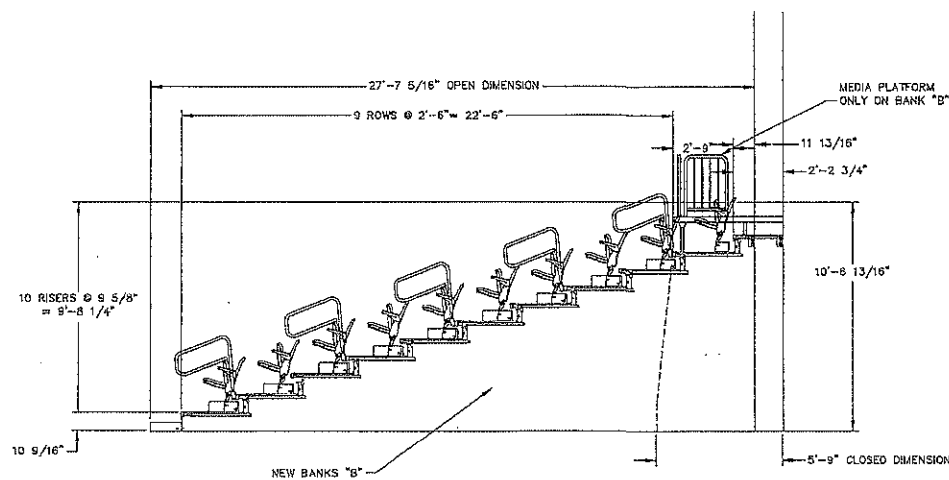
30 JORD STREET EXT.
NORTH BETHUNE, ME 03908
TELEPHONE: (207) 676-2271 FAX (207) 676-6690

IMPORTANT

THIS PLAN HAS BEEN DRAWN IN ACCORDANCE WITH THE INFORMATION SUPPLIED BY THE ARCHITECT AND/OR DEALER. HUSSEY SEATING CO. DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY OR RELEVANCE. SHOULD THERE BE ANY DEVIATION FROM THE INFORMATION SUPPLIED WITHOUT THE APPROVAL OF HUSSEY SEATING CO.

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REV.	DATE	DESCRIPTION
XXX	2/08	REVISION
XXX	2/08	REVISION

SMOKE PROTECTED RATING
UNKNOWN

FIELD SUMMARY (REQUIRED WITH FIELD CHECK)

FLOOR CONSTRUCTION: YES
WALL CONSTRUCTION: YES
ATTACHMENT TYPE: YES

Field Check By: _____ Date: _____ Approved By: _____ Date: _____

SIDE VIEW
PORTLAND EXPOSITION BUILDING
PORTLAND, MAINE

DRAWN BY: J. CARTER DATE: 1/21/2015

QCD BY: MLB DATE: 10/29/2012

SCALE: AS NOTED

CAD NO. OPT_8 JOB NO. Q287381 DRAWING NO. SV04

SEATING LAYOUT NOTE:
SEATING LAYOUT HAS BEEN DESIGNED & VERIFIED BASED ON THE CODE RELATED UNDER THE GENERAL NOTES. CHANGES MAY NEED TO BE MADE IF A NEW CODE IS REQUIRED.

HUSSEY SEATING COMPANY

Your partner for seating solutions
 39 DEX STREET EXT.
 WILMINGTON, DE 19801-2071 FAX (302) 979-4890

IMPORTANT

THIS LAYOUT HAS BEEN DESIGNED IN ACCORDANCE WITH THE INFORMATION SUPPLIED BY THE ARCHITECT. ANY OR ALL CHANGES TO THE LAYOUT MUST BE MADE IN WRITING AND MUST BE APPROVED BY THE ARCHITECT. THE ARCHITECT'S RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION SUPPLIED HEREIN IS NOT GUARANTEED. THE ARCHITECT'S RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION SUPPLIED HEREIN IS NOT GUARANTEED. THE ARCHITECT'S RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION SUPPLIED HEREIN IS NOT GUARANTEED.

GENERAL NOTES

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FIELD SUMMARY (REVIEWED WITH FIELD CHECK)

FIELD CHECKED BY: _____ DATE: _____

FIELD CHECKED BY: _____ DATE: _____

FIELD CHECKED BY: _____ DATE: _____

SMOKE PROTECTED RATING

UNKNOWN

REVISIONS

NO.	DATE	DESCRIPTION
1	1/21/2015	ISSUED FOR PERMIT

FIELD SUMMARY (REVIEWED WITH FIELD CHECK)

FIELD CHECKED BY: _____ DATE: _____

FIELD CHECKED BY: _____ DATE: _____

FIELD CHECKED BY: _____ DATE: _____

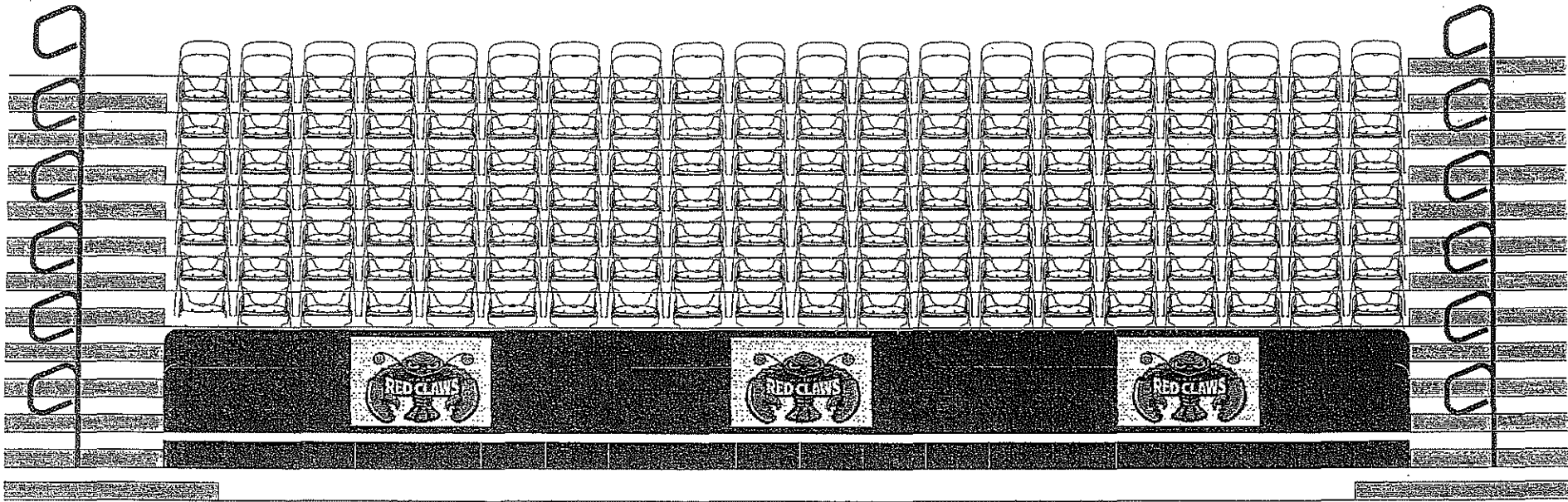
SEATING LAYOUT NOTE:

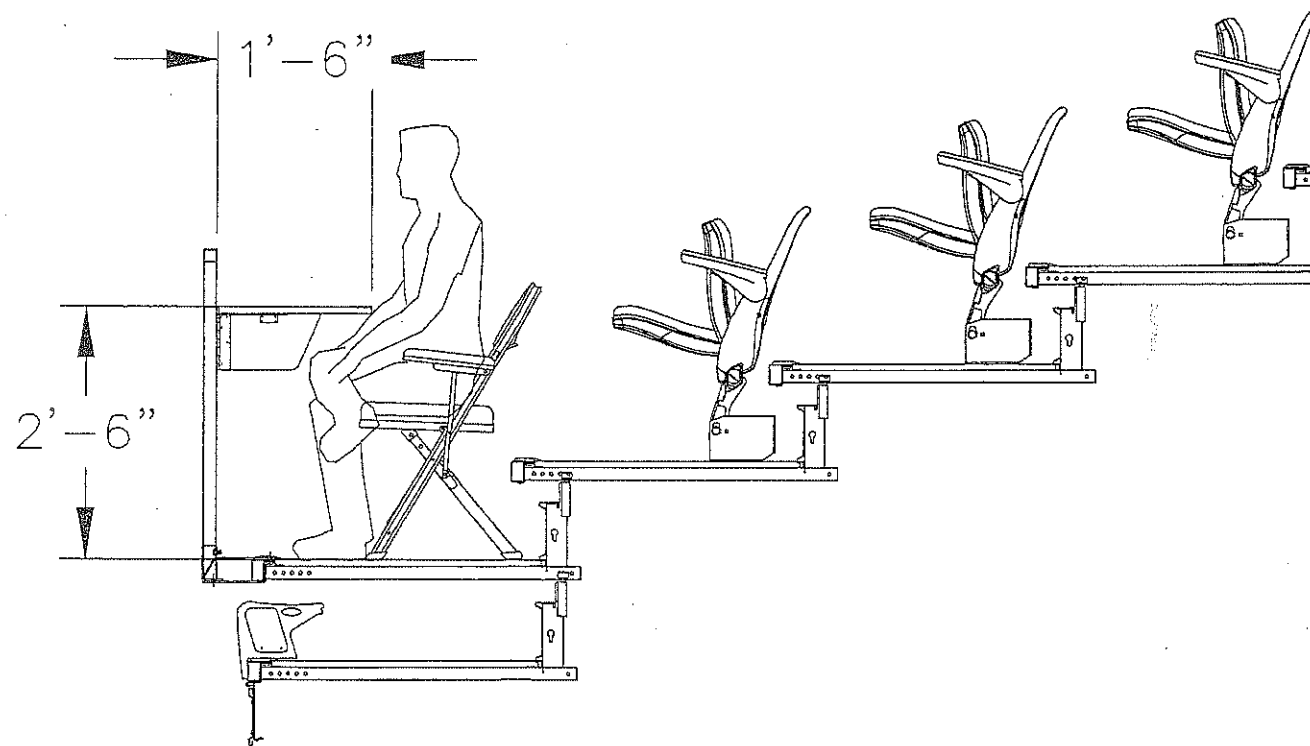
SEATING LAYOUT HAS BEEN DESIGNED & VERIFIED BASED ON THE CODE RELATED UNDER THE GENERAL NOTES. CHANGES MAY NEED TO BE MADE IF A NEW CODE IS REQUIRED.

SEATING LAYOUT NOTE:

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Last Modified: Jun 21, 2015 - 3:43pm Printed on: Jun 21, 2015 - 4:05pm





TO: Joseph E. Gray, City Manager

FROM: Anita R. LaChance, Assistant City Manager

SUBJECT: City Council re: NBA Development League Lease

DATE: March 30, 2008

Please place an item on the April 7, 2008 City Council agenda authorizing a lease agreement with the NBA Development League.

In December of last year, the City was approached by a group of investors expressing an interest in acquiring an NBA Development League team and locating it in Portland at the Portland Exposition Building. Since that time there have been several meetings with City staff to ascertain the Team's needs, the League's requirements, and the City's ability to meet them. After guidance from both the City Council's Finance Committee and subsequently, the full City Council, a tentative agreement has been reached.

The D League regular season runs from the end of November through mid-April. All commitments to existing users, including Portland High School basketball, regional high school and middle school track and various commercial and community events would be honored. The City's planned renovation to the basement of the Exposition Building would allow us to accommodate the team's locker room needs. The team would be responsible for all other necessary facilities upgrades including the purchase of additional bleacher seating, courtside seating, a regulation sized portable court, new basket supports/backboards, and upgraded lighting. The team's initial investment in the facility would be approximately \$250,000. The City would have use of all of these upgrades. Upon termination of the lease, the City retains the improvements and equipment.

The term of the contract is five years with an option to renew for an additional five year term. The first season would be 2009/2010. The team would pay rent of \$2,100 per game or between \$42,000 and \$50,400 per season for the first three seasons, depending on the number of games played in the facility. The rent escalates in 2012 (\$2,200), 2014 (\$2,300) and 2017(\$2,400). The rent figures were derived by estimating staffing costs, the goal being that the facility would cost no more to operate as a result of team's presence. The team will also pay a surcharge to cover the cost of electricity related to the upgraded lighting. Beginning in the 2014/15 season the team would also pay 50 cents per ticket for any tickets sold above 58,000 (for a 20 game season). The team will have the right to sell advertising and retain the net proceeds from parking and concessions, similar to the Sea Dogs and other professional sports franchises.

The Finance Committee met on March 25 and voted unanimously to recommend approval of the lease.

**[INSERT NBA DEVELOPMENT LEAGUE TEAM]
ARENA LICENSE AGREEMENT**

This ARENA LICENSE AGREEMENT ("Agreement") is made this ____ day of _____, 2008 between The City of Portland ("Licensor"), and [INSERT NAME OF LICENSEE] ("Licensee").

RECITALS

A. Licensor is the operator of the Portland Exposition Arena and supporting related improvements in Portland, Maine, including an arena suitable for playing basketball games (the "Arena").

B. Licensee is [INSERT NAME OF TEAM CORPORATE ID], a [INSERT STATE OF INCORPORATION] [INSERT TYPE OF CORPORATE ENTITY], and owner of an NBA Development League ("D-League" or "League") team known as [INSERT TEAM NAME] (the "Team").

C. Licensor wishes to grant to Licensee certain rights to use the Arena, and Licensee wishes to use the Arena, on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

SECTION 1.

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

"Applicable Taxes" means with respect to any revenues, all applicable taxes, assessments or fees required by law to be collected in connection with such revenues, excluding any income taxes.

"Arena" has the meaning set forth in the Recitals.

"Common Areas" means the following with respect to the Arena:

(a) seating bowl, consisting of a basketball playing floor or event staging area, and adjacent seating area containing seating for approximately 3,200 persons for basketball games, and related media and broadcasting facilities, subject to State Fire Marshall approval;

(b) outdoor plaza, entryways, stairs, elevators, escalators, concourses, lobbies, exits, sidewalks and passageways;

(c) scoreboard system, scoreboard control room, public address system, telescreen and other electronic and computer systems (including all necessary conduits, receptacles and ductwork necessary for the operation thereof);

(d) parking areas adjacent to the Arena, with the exception of those spaces assigned to adjacent facilities;

(e) lounges, dining areas, banquet rooms, meeting rooms, dressing rooms and hospitality areas;

- (f) media room;
- (g) Team training room and players' lounge;
- (h) visiting basketball team locker room, training room and coaches' office; and
- (i) referees' locker room.

"Concessions" has the meaning set forth in Section 8.1.

"Fixed Advertising" means permanent signage/advertising located or to be located in or outside the Arena and the Common Areas visible during all events at the Arena, other than signage/advertising provided pursuant to an arena naming rights arrangement.

"League" has the meaning set forth in the Recitals.

"League Game Date" means a date on which a League Game is scheduled to be played.

"League Game" means a game (including pre-season, regular season and post-season) played by the Team at the Arena.

"League Standards" means the rules, regulations, standards, guidelines and manuals governing the facility and equipment requirements of the League and its teams, as adopted and amended by D-League from time to time, including the current D-League Arena Facility Standards attached as Exhibit A hereto, as amended.

"Licensee Areas" means the following with respect to the Arena:

- (a) Merchandise Areas;
- (b) equipment rooms and storage space suitable for the storage of Team equipment and supplies;
- (c) locker room and coaches' and trainers' offices for the Team; and
- (d) Assigned parking spaces in the Arena parking area.

"Licensor Services" has the meaning set forth in Section 5.

"Merchandise" has the meaning set forth in Section 8.2.

"Merchandise Areas" means all areas in the Arena where merchandise may be sold.

"Other League Events" has the meaning set forth in Section 4.4.

"Team" has the meaning set forth in the Recitals.

"Temporary Advertising" means all forms of advertising in or outside the Arena and the Common Areas other than Fixed Advertising (including Fixed Advertising on scoreboards), including, without limitation, advertising appearing on telescreens, scoreboards, public address systems, programs, tickets,

musical equipment, banners, posters, stages, the playing floor, the basketball stanchions, the backboard spine, the backboard base, the scorer's, press or other tables surrounding the playing floor, on any moving or movable items, such as courtside rotational signage, or on any other equipment pertaining to League Games.

"Term" has the meaning set forth in Section 2.

SECTION 2.

TERM

The initial term of this Agreement shall commence on the effective date of this Agreement and end on June 30, 2014, unless extended or sooner terminated as provided in this Agreement. Licensee shall have the right to extend the initial term of this Agreement for an additional five (5) year extended term, upon the same terms and conditions as set forth herein. Licensee shall exercise its right to extend the initial term by delivering to Licensors a written notice of such exercise no later than ninety (90) days prior to the expiration of the initial term. The initial term and any extended term, as they may be terminated as provided in this Agreement, are collectively referred to as the "Term."

SECTION 3.

USE OF ARENA BY LICENSEE AND LICENSOR

3.1 Licensee's Use.

(a) Common Area Use for League Games and Practices. On each League Game Date, from time of team shootarounds on day of the League Game until three (3) hours after the completion of the League Game, Licensee, D-League and their respective personnel, guests and invitees (including holders of tickets of admission to the Arena, holders of press and media credentials and visiting team personnel) shall have the exclusive possession and use of the Common Areas for the purpose of playing the League Game (and ancillary events immediately prior to or after, the purpose of which is to increase attendance at the League Game), and the exhibition thereof, live and by radio, television or any other medium. During all periods for which a Team practice or an Other League Event has been scheduled in the Arena in accordance with Section 4, Licensee, the D-League and their respective personnel, guests and invitees shall have the exclusive possession and use of those components of the Common Areas that are necessary for the conduct of such practice or event. On the days of doubleheaders with Portland High School, Portland High School shall have possession and use of the Common Areas for the purpose of playing scheduled Portland High School games between 3:30 pm and 7:00 pm, and the exhibition thereof, live and by radio, television or any other medium. Team, opponents and D-League personnel will be allowed access to locker rooms, training rooms, weight rooms, coaches' offices and players' lounge between 3:30 pm and 7:00 pm. Team and opponents shall be permitted to take the court immediately following the end of the Portland High School game.

(b) Licensee Areas. At all times during the Term, Licensee shall have the exclusive use and possession of the Licensee Areas, together with nonexclusive rights of ingress and egress on, over and through the Arena to the Licensee Areas. Licensee shall pay for telephone service and equipment, furniture and other furnishings in the office included in the Licensee Areas.

(c) No License Fee. Licensee shall not be required to pay any license or other fee for its use of the Arena as provided in this Agreement. The parties recognize that the use by Licensee of the Arena will enhance the ability of Licensor to otherwise utilize the Arena,; and therefore any direct fee for such use is waived in consideration of such benefits.

3.2 Event Guarantees. During each twelve month period during the Term commencing October 1, 2009, Licensee shall cause (a) at least twenty (20) League Games to be played at the Arena.

3.3 Manner of Licensee's Use. At all times during the Term, Licensee shall use the Arena in accordance with all applicable laws, ordinances and regulations.

3.4 Proceeds from Licensee Activities. The parties acknowledge that certain amounts due Licensee from third parties pursuant to the terms of this Agreement will be received or collected by Licensor and thereafter transferred to Licensee. The parties agree that such amounts are only received by Licensor as agent on Licensee's behalf and such amounts shall not be revenues of Licensor.

3.5 Grant of License. This Agreement is intended and shall be construed as a grant of a license by Licensor to Licensee and shall not operate to vest in Licensee any ownership interest in the Arena or the property of Licensor, whether real or personal, tangible or intangible.

3.6 Surrender. At the time this Agreement terminates, whether by expiration of the Term or by early termination, Licensee shall within a reasonable period of time vacate the Arena and remove its property from the Arena, leaving the Licensee Areas and any other areas of the Arena from which Licensee has removed its property in the condition in which it was provided to Licensee, reasonable wear and tear and depreciation excepted. The following items shall become the property of Licensor upon termination of this Agreement: all improvement and equipment provided pursuant to section 3.8(b) of this Agreement; all equipment added to the existing Portland High School weight and trainers rooms, and video boards. Licensee shall retain ownership of portable playing surface, but shall replace it with similar playing surface.

3.7 Licensor Use.

(a) Except for the Licensee Areas and subject to Licensee's exclusive use and possession of the Common Areas as provided in Section 3.1, Licensee has no rights to the use of the Arena at any time or for any purpose.

(b) Licensee's exclusive use and possession of the Common Areas shall be subject to the common use and occupancy thereof by employees, agents and contractors of Licensor for the purpose of enabling Licensor to perform its duties as the owner of the Arena and as licensor under this Agreement (including the Licensor Services).

(c) Licensee acknowledges that Licensor and its agents and representatives, upon prior written notice to Licensee (or without prior notice in the event of an emergency threatening health or safety) shall have the right to enter into and upon any and all parts of the Arena, including the Licensee Areas, for any legitimate reason.

3.8 Capital Improvements.

(a) Licensee shall make, at its own cost, all capital improvements necessary to maintain the Arena in first class condition and reasonably acceptable to Licensee for the conduct of League Games

(including, but not limited to, equipment required by Licensee to downsize the Arena for League Games), and necessary for Licensee to comply with its obligations under this Agreement. Licensee shall not undertake any capital improvements that would interfere with Licensor's use of the Arena as contemplated in this Agreement without obtaining Licensor's prior written consent. Licensee shall cause all Common Areas and Licensee Areas to comply with League Standards and the reasonable requirements of Licensee. Licensee shall provide Licensor with the current League Standards upon the execution of this Agreement, and any amendments or supplements to the League Standards as adopted from time to time.

- (b) Licensee shall make, at a minimum and at its own cost, the following capital improvements, and shall provide the following equipment:
 - (i) Up to four (4) new portable bleacher sections;
 - (ii) A portable playing surface and the cost of aisle filler construction;
 - (iii) Three (3) competition stanchions and backboards;
 - (iv) One (1) practice stanchion and backboard;
 - (v) Backboard mounted shot clocks;
 - (vi) Locker room monitors;
 - (vii) Two hundred seventy one (271) interlocking floor seats;
 - (viii) Twenty (20) interlocking bench seats; and
 - (ix) Interior lighting upgrade.

SECTION 4.

SCHEDULING

4.1 Priority. Subject to Licensor's contractual obligations entered into prior to the date of this Agreement as set forth on Schedule 4.1 ("Pre-Existing Contracts"), Licensee shall have priority for scheduling League Games at the Arena. Licensor shall not amend any Pre-Existing Contract without the prior written consent of Licensee, except that Licensor may renew any Pre-Existing Contract according to the terms thereof but on no more favorable terms to the counterparty than under the current Pre-Existing Contract.

4.2 Procedure. Prior to each February 1 during the Term, Licensor shall submit to Licensee a list of fifty (50) dates fairly spaced throughout the duration of the upcoming League season that are available for Licensee to reserve for "League Game Dates" ("Arena List of Available Dates"). The Arena List of Available Dates shall include at least fifty percent (50%) of the Friday and Saturday night dates during the League season. No more than five (5) available Fridays between December 1 and February 15 shall be selected as League Game Dates. No more than two (2) available Fridays between February 15 and April 1 shall be selected as League Game Dates. Prior to each June 30 during the Term, the League shall select dates from the Arena List of Available Dates and submit to Licensor a list of such selected League Game Dates for the upcoming League season. Licensor shall promptly reserve those League

Game Dates for the Licensee and shall not schedule any other events for those dates. Licensee shall notify Licensor of the possible dates during which the League playoffs may occur promptly after such dates are determined by the League. Within ten (10) days after Licensee notifies Licensor of the possible League playoff dates, Licensor shall submit to Licensee a list of at least six (6) dates that are available for Licensee to reserve for League Game Dates during that period (the "Arena List of Available Playoff Dates"), and no event not previously scheduled shall be scheduled by Licensor for the dates included on the Arena List of Available Playoff Dates until the specific dates of such postseason League Games are determined by the League or until Licensee is mathematically eliminated from the postseason. In addition, Licensor shall use commercially reasonable efforts to not schedule events in the Arena during the period that the League playoffs customarily occur (approximately mid-April) until after each playoff schedule is determined by League. If, after Licensee submits the lists for the League season and postseason in accordance with the foregoing, the selection of additional or different playing dates is required by the League, Licensor shall use commercially reasonable efforts (but shall not be required to make any payment to any other party) to make such additional or different dates available for the playing of League Games. Notwithstanding the foregoing, if the format of the League's playoffs changes during the Term, Licensor and Licensee shall negotiate in good faith an increase to the number of additional dates to be included in the Arena List of Available Playoff Dates for each League season remaining in the Term.

4.3 Practices. Licensor shall make the Arena available for game day practice to both Team and its opponent by 9:00 A.M. and throughout the day of each League Game. On the days of doubleheaders with Portland High School, the Arena will not be available for game day practice by Team or its opponents between 3:30 pm and 7:00 pm, due to the Portland High School Games. Licensee shall be entitled to schedule Team practices on other days upon reasonable notice to Licensor, subject to the availability of the Arena for such purposes. Licensor shall use commercially reasonable efforts to provide Licensee with such additional dates and times for practice sessions on non-game days.

4.4 Other League Events. Licensee shall be entitled to schedule promotional events at the Arena on days of League Games, the purpose of which is to increase attendance at League Games, upon reasonable notice to Licensor ("Other Events") subject to the availability of the Arena for such purposes. Licensor shall use commercially reasonable efforts to provide Licensee with use of the Arena for such Other Events, and Licensee will not be charged any additional fees or expenses, unless otherwise mutually agreed.

SECTION 5.

LICENSOR SERVICES

5.1 Licensor Services. During the Term, Licensor, at its sole cost and expense (except as otherwise expressly provided), shall provide the following equipment and services to Licensee ("Licensor Services"):

(a) Heating, ventilation and air-conditioning which will cause the Arena to be maintained at temperatures customary for comparable facilities;

(b) Utilities, including electricity, gas, hot and cold water, lighting, telephone and intercommunications equipment, elevators and escalators, customary for comparable facilities, with the exception of the electricity cost of any additional lighting used exclusively during League Games, for which Licensee shall be responsible;

(c) Maintenance and repair of the Arena and all of its components in compliance with all applicable governmental laws, ordinances and regulations and in clean and good condition, subject to ordinary wear and tear and damage by fire or other casualty. Licensee shall be responsible for any damage to Arena beyond ordinary wear and tear caused by Licensee;

(d) Protection and security of the Arena and all its facilities as currently provided by Licensor;

(e) Grounds maintenance and snow and ice removal, including, but not limited to keeping sidewalks, parking areas and other areas immediately surrounding the Arena in compliance with all applicable governmental laws, ordinances and regulations and reasonably free of snow, ice, debris, litter and trash;

(f) Set-up of basketball court and staging areas for League Games and Team practices, in accordance with League Standards; and

(g) Day-of-event services for each League Game ("League Game Day Services") as follows:

(i) Operation of appropriate Arena parking areas and Concessions;

(ii) Retention, management and supervision of day-of-event personnel necessary for preparing the Arena for, operating the Arena during and cleaning up the Arena after a League Game, including, but not limited to, security and crowd control personnel, ushers, ticket takers, telephone receptionists, maintenance and janitorial personnel and other necessary labor, but not including game officials, referees, or timekeepers;

(iii) Conversion of the playing surface or staging area for use for League Games, deployment of downsizing equipment for League Games and cleanup following League Games;

(iv) Food service in Licensee food service areas to Licensee's personnel and guests and in the press areas to the press, all of such food service to be provided upon the request of Licensee and at Licensee's sole cost and expense; and

5.2 Levels of Service. Licensor shall retain, manage and supervise, and be responsible for, all personnel needed to perform the Licensor Services. Standards of quality and minimum levels of all Licensor Services, including staffing, shall be subject to Licensee's reasonable satisfaction.

5.3 Expenses.

(a) In consideration of the League Game Day Services, Licensee shall pay Licensor the following amounts for each League Game, in each case upon completion of the League Game and in accordance with Section 10: \$2,100 for each League Game between October 1, 2009 and July, 2012; \$2,200 for each League Game between July 1, 2012 and July 1, 2014; \$2,300 for each League Game between July 1, 2014 and July 1, 2017; \$2,400 for each League Game between July 1, 2017 and July 1, 2019.

(b) In addition to the payments for each League Game listed in section (a) above, beginning in the 2012/2015 season, Licensee shall pay Licensor \$0.50 per ticket for every ticket sold above the following target attendance, including tickets sold for any post season games: 58,000 for a 20 game

regular season; 60,900 for a 21 game regular season; 63,800 for a 22 game regular season; 66,700 for a 23 game regular season and 69,600 for a 24 game regular season if all games are played at the Arena.

(c) Licensee shall pay Licensor for the services of one (1) Portland Police Officer for each League Game. Licensee shall pay Licensor for the services any additional public safety personnel provided for any League Games.

SECTION 6.

TICKETS

Licensee shall have the exclusive right to sell all tickets for League Games, and to receive all revenues derived therefrom. Licensee shall have the exclusive right to determine the seating manifest for all League Games.

SECTION 7.

ADVERTISING

7.1 Temporary Advertising. Team shall have the exclusive right to sell and to retain all revenues (net of applicable taxes) from the sale of temporary advertising in the Arena (e.g., inside the bowl, on the concourse, etc.), including, but not limited to, advertising appearing on telescreens, scoreboards, public address systems, programs, tickets, musical equipment, banners, posters, stages, the playing floor, the basketball stanchions, the backboard spine, the backboard base, the scorer's, press or other tables surrounding the playing floor, on any moving or movable items, such as courtside rotational signage, or on any other equipment displayed during League Games ("Temporary Advertising") at all League Games. Team shall retain ownership of and be responsible for all related Temporary Advertising costs, including with respect to installation and removal. Team shall also have the right to use Arena concourse areas for promotional and informational purposes, subject to NFPA 101 egress requirements. Temporary Advertising materials may be stored at the Arena if appropriate storage space is available and it does not otherwise interfere with the operation of the Arena. All Temporary Advertising and/or posted information by Team shall comport with community standards.

7.2 Fixed Advertising.

(a) Licensee shall have the exclusive right to sell and to retain all revenues (net of applicable taxes) from the sale of all Fixed Advertising, on such terms as Licensee shall determine in its sole discretion, subject to approvals by Licensor set forth in section 7.3 below. .

(b) Licensor represents and warrants to Licensee that (i) Schedule 7.2 sets forth a true and complete list of all Fixed Advertising contracts entered into prior to the date of this Agreement ("Existing Fixed Advertising Contracts") and the revenue generated from each such contract, and (ii) except as otherwise set forth in Schedule 7.2, each of the Existing Fixed Advertising Contracts expires, without any renewal or other rights in favor of the advertiser, no later than [INSERT DATE].

(c) Licensee may, with approval of Licensor, elect to make capital improvements in the Arena to create additional Fixed Advertising inventory.

7.3 Licenser Approval. The content, structural make-up, location and size of all advertising shall be subject to the prior approval of Licenser, which approval shall not be unreasonably withheld.

SECTION 8.

OTHER REVENUES

8.1 Food and Beverage Concessions.

(a) Licenser shall be responsible for the sale of all food, beverages, candy, and other foodstuffs in the Arena at League Games, including in any suites, restaurants, banquet rooms and public and private clubs ("Concessions"). Licenser shall cause all Concessions to be operated in a manner consistent with food and beverage concessions at other comparable arenas and subject to the reasonable satisfaction of Licensee. Licenser shall be entitled to enter into contracts with one or more concessionaires for the operation of the Concessions, which contracts and concessionaires shall be subject to the approval of Licensee, which approval shall not be unreasonably withheld. Licensee shall have the right to negotiate and enter to contracts with one or more concessionaires as part of overall sponsorship opportunities.

(b) Licensee shall be due net proceeds received by Licenser from third party concessionaires with respect to the sale of Concessions at League Games, and (ii) in the event Licenser sells Concessions itself, without a third-party concessionaire, net proceeds from sales of Concessions at League Events, in each case payable upon the occurrence of the League Game and in accordance with Sections 3.4 and 10. Net proceeds are defined as all revenues, less the sum of actual staffing costs, applicable taxes, food costs (including packaging), and alcoholic beverage cost

(c) Licensee shall have the exclusive rights to negotiate the "pouring" contract for the Arena. Licensee shall use commercially reasonable efforts to provide the following items as part of the pouring contract:

- (i) Concessions menu boards;
- (ii) Up to seven (7) beverage vending machines (and maintenance/repair);
- (iii) A four-station fountain system, including maintenance and repair;
- (iv) Up to ten (10) double door refrigeration units, including maintenance and repair.
- (v) One (1) exterior changeable message sign; and
- (vi) Two (2) scoreboards (one of which must have track capability).

8.2 Merchandise. Licensee shall have the exclusive right to sell and to retain all revenues from the sale of programs, other publications, athletic equipment, toys, clothing, hats, banners, pennants, photographs, posters, recordings, novelties, souvenirs and other merchandise relating to the League and the Team, other teams in the League, as well as the NBA and NBA teams (collectively, "Merchandise"). Licensee may sell Merchandise in or outside the Arena on the date of any League Game, and in Merchandise Areas at other times mutually acceptable to Licenser and Licensee.

8.3 Parking. Licensors shall consult with Licensee with respect to parking fees, but Licensors shall have exclusive right to determine the parking fees for all Arena parking at League Games. Licensee may provide a reasonable number of complimentary parking spaces to its personnel, invitees, VIP season ticket holders and business associates at League Games. Licensors will provide parking services, and Licensee shall be due an amount equal to all parking revenues received from League Games, net of Applicable Taxes and expenses directly incurred by Licensors in providing parking services, payable upon the occurrence of the League Game and in accordance with Sections 3.4 and 10.

SECTION 9.

MEDIA RIGHTS

9.1 Media Rights. NBA Development League, LLC ("NBADL") shall have the exclusive control of, and rights with respect to, the display or delivery of all League Games (or portions thereof) by any means whatsoever, including, without limitation, by telecast, radio broadcast, photograph or over the Internet. NBADL shall be entitled to retain all revenues from the sale or license of such rights.

9.2 Broadcast Access. Licensee, at its sole cost and expense, shall maintain or cause to be maintained facilities such that all League Games are capable of being broadcast and distributed by telecast, radio broadcast and over the Internet.

9.3 No Rights Granted. Nothing in this Agreement shall be deemed to grant Licensors any rights to use or exploit the intellectual property or other rights of NBADL pertaining to the League or its teams; any such use or exploitation shall be subject to the prior written consent of NBADL.

SECTION 10.

PAYMENTS; BOOKS AND RECORDS

10.1 Payments. Immediately following the end of each month during the Term, Licensors shall conduct a complete accounting and settlement of all amounts due to Licensee or Licensors under Sections 5.3, 8.1, 8.3 and 8.4 during the prior month. Not later than the 25th day of each month, Licensee shall pay to Licensors amounts due under section 5.3 for all League Games played in the prior month. Not later than the 25th day of each month, Licensors shall pay to Licensee the net amount payable to Licensee under those sections with respect to the prior month. That payment shall be accompanied by a statement demonstrating the settlement and all items included therein in reasonable detail. If Licensee disputes the amount of any settlement, the parties shall confer in good faith to resolve the dispute. If they are unable to resolve the dispute, it shall be settled by a mutually acceptable independent accounting firm.

10.3 Books and Records. Licensors shall keep or cause to be kept all necessary books and records with respect to the ownership and operation of the Arena and the matters provided for in this Agreement. Licensee and its representatives shall have the right to inspect those books and records upon reasonable prior notice to Licensors.

SECTION 11.

INSURANCE

11.1 Licensee's Insurance Coverage.

(a) Licensee shall, at its sole expense, procure and maintain during the Term (i) commercial general liability insurance with contractual liability endorsements for the mutual benefit of Licensee and Licensors and their respective contractors, successors and assigns, against all claims for personal injury, death or property damage in or about the Arena resulting from Licensee's use of the Arena, in the amount of \$1,000,000 combined single limit and bodily injury and property damage with umbrella or excess policies totaling \$5,000,000 in excess of \$1,000,000 and (ii) workers compensation insurance in the amount required by applicable law. Said insurance policies shall name as additional insured such entities and individuals as Licensors shall designate from time to time (the "Licensor Additional Insured"). All such insurance shall be primary insurance and shall provide that any right of subrogation against Licensee or the Licensors and their successors and assigns is waived. Such insurance shall not have any "special" limitations.

(b) There will be no charge to Licensors for such coverage and a certificate of insurance evidencing such coverage shall be furnished to Licensors prior to the expiration of the current policy. Said policy of insurance and endorsements shall provide that the policy of insurance cannot be canceled without 30 days prior written notification to Licensors. If Licensee fails to provide Licensors with the required certificate of insurance prior to the expiration of any existing policy, Licensors may, in its sole and absolute judgment either (i) acquire, at Licensee's expense, such insurance as Licensors determines in its commercially reasonable judgment to be necessary in order to protect Licensors and the Licensor Additional Insureds from any of the matters to be covered under Section 11.1(a) above or (ii) treat such failure as a default by Licensee subject to the cure provisions of Section 13.

(c) All such insurance shall be effected by valid and enforceable policies issued by insurers of responsibility approved to do business in the state in which the Arena is located, such responsibility and the insuring agreements to meet with the reasonable approval of Licensors. An insurer with a current A.M. Best rating of at least A (excellent) with a financial size category of at least VIII shall be deemed to be acceptable.

(d) At the request of Licensors, Licensee shall promptly furnish loss information concerning all liability claims brought against Licensee (or any other insured under Licensee's required policies), that may affect the amount of liability insurance available for the benefit and protection of the Licensors and Licensor Additional Insured under this Agreement. Such loss information shall include such specifics and be in such form as Licensors may reasonably require.

11.2 Licensors Insurance Coverage.

Licensors shall, at its sole expense, insure or self-insure the Arena against loss or damage from "all risks" of physical loss or damage; said insurance or self-insurance shall be for the full insurable value of the Arena at replacement cost, and shall contain only the standard exclusions.

11.3 Waiver of Subrogation. Licensors and Licensee each hereby waive all rights of recovery against the other and against the officers, partners, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of other under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance

policy which either may have in force at the time of the loss or damage. Licensor and Licensee shall, upon obtaining the policies of insurance required under this Agreement, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

SECTION 12.

INDEMNIFICATION

12.1 Licensee Indemnification.

(a) Licensee shall indemnify and hold harmless Licensor and its officers, agents, employees and Licensor Additional Insureds (collectively, the "Licensor Indemnitees") from and against any and all damages, claims, losses, demands, costs, expenses (including attorneys' fees and costs), obligations, liabilities, actions and causes of action which any one or more of them may suffer or incur arising directly or indirectly from (i) any breach of any warranties or agreements, or any misrepresentation, by Licensee in this Agreement, or (ii) Licensee's or its agent's or employees' negligent or willful conduct or failure to act, occurring in or about the Arena, the Common Areas or the Licensee Areas.

(b) Licensee further agrees that in the case of any such claim, demand, action or proceeding against any one or more of the Licensor Indemnitees, Licensee shall defend the Licensor Indemnitees at Licensee's expense by counsel reasonably satisfactory to the Licensor Indemnitees. In the event Licensee does not provide a defense against any and all such claims, demands, liabilities, actions or causes of action, then Licensee shall, in addition to the above, pay Licensor the attorneys' fees, legal expenses and costs incurred by the Licensor Indemnitees in providing such defense and Licensee agrees to cooperate with Licensor in such defense, including, but not limited to, the providing of affidavits and testimony upon request of the Licensor Indemnitees.

SECTION 13.

LICENSEE'S DEFAULT; LICENSOR'S RIGHTS AND REMEDIES

13.1 Licensee's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Licensee:

(a) If Licensee fails to make any payment required to be made by it to Licensor under this Agreement and such failure continues for 15 calendar days after written notice from Licensor that such payment is due and payable;

(b) If Licensee fails to promptly and fully perform any other covenant, condition or agreement contained in this Agreement and such failure continues for 30 calendar days after written notice thereof from Licensor to Licensee (unless such failure is of a nature which cannot reasonably be cured within such 30 day period, so long as Licensee has promptly, and in any event within such 30 day period, commenced to cure such failure and thereafter diligently prosecutes such cure to completion); or

(c) If Licensee makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors, files a voluntary petition for relief or if a petition against Licensee in a proceeding under the federal bankruptcy laws or other insolvency

laws is filed and not withdrawn or dismissed within 45 calendar days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Licensee or any substantial part of its property and such jurisdiction, custody or control remains in full force unrelinquished, unstayed or unterminated for a period of 45 calendar days.

13.2 Licensor's Rights and Remedies. In the event of Licensee's default hereunder, then in addition to any other rights or remedies Licensor may have under any law, subject to the notice and cure provisions of Section 13.1, Licensor shall have the right, at Licensor's option to do the following:

(a) Upon 20 calendar days notice (which notice period is in addition to and cumulative with any notice and cure periods set forth in Section 13.1), terminate this Agreement and Licensee's right to possess or use all part of the Arena occupied and used by the Licensee and reenter the same and take possession thereof, and Licensee shall have no further claim to occupy or use the Arena under this Agreement;

(b) Continue this Agreement in effect, reenter and occupy any or all parts of the Arena for the account of the Licensee, and collect any unpaid payments or other charges which have or thereafter become due and payable; or

(c) Reenter any and all parts of the Arena under the provision of Section 13.2(b) and thereafter elect, upon 20 calendar days notice (which notice period is in addition to and cumulative with any notice and cure periods set forth in Section 13.1), to terminate this Agreement and Licensee's right to possession of any and all parts of the Arena occupied by Licensee hereunder.

(d) The termination or expiration of this Agreement shall not relieve Licensee of its obligation to pay or remit to Licensor any amounts due to Licensor through the date of termination or expiration.

SECTION 14.

LICENSOR'S DEFAULT; LICENSEE'S RIGHTS AND REMEDIES

14.1 Licensor's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Licensor:

(a) If Licensor fails to make any payment required to be made by it to Licensee under this Agreement and such failure continues for 15 calendar days after written notice from Licensee that such payment is due and payable;

(b) If Licensor fails to promptly and fully perform any other covenant, condition or agreement contained in this Agreement and such failure continues for 30 calendar days after written notice thereof from Licensee to Licensor (unless such failure is of a nature which cannot reasonably be cured within such 30 day period, so long as Licensor has promptly, and in any event within such 30 day period, commenced to cure such failure and thereafter diligently prosecutes such cure to completion); or

(c) If Licensor makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors, files a voluntary petition for relief or if a petition against Licensor in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within 45 calendar days thereafter, or if under the provisions

of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Licensor or any substantial part of its property and such jurisdiction, custody or control remains in full force unrelinquished, unstayed or unterminated for a period of 45 calendar days.

14.2 Licensee's Rights and Remedies.

(a) In the event of Licensors's default hereunder, then in addition to any other rights or remedies Licensee may have under any law, subject to the notice, cure provisions of Section 14.1, Licensee shall have the right to terminate this Agreement upon 20 calendar days notice to Licensor (which notice period is in addition to and cumulative with any notice and cure periods set forth in Section 14.1).

(b) In addition to the termination right set forth in Section 14.2(a), Licensee shall have the right to terminate this Agreement as of June 30, 2011, without any further obligation to Licensor, by notice given to Licensor at any time prior to June 30, 2011.

(c) In addition to and not in limitation of any of Licensee's other rights and remedies, if Licensor, its agents or other parties with whom Licensor has contracted are not performing any services required to be performed by Licensor hereunder and the failure to perform such services is materially interfering with the proper presentation of League Games, then without waiving any default by Licensor, Licensee may, but shall not be obligated to, take any actions reasonably necessary to restore the performance of such services to a level consistent with the proper presentation of League Games; provided, however, that if an agent of Licensor or other party with whom Licensor has contracted is failing to perform such services and Licensor is diligently pursuing legal remedies against such agent or other party, Licensee shall not be entitled to take any actions otherwise permitted by this sentence.

(d) The termination or expiration of this Agreement shall not relieve Licensor of its obligation to pay or remit to Licensee any amounts due to Licensee through the date of termination or expiration.

SECTION 15.

OTHER REMEDIES AND RELATED ISSUES

15.1 Offset. In addition to and not in limitation of any other rights and remedies, any party hereto may offset amounts held for any other party hereunder in satisfaction of any obligation or liability of such other party to the offsetting party under this Agreement or otherwise.

15.2 Waivers. The waiver by either party hereto of any breach of any term, covenant or condition of this Agreement shall not be deemed a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of payments by either party hereto subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular payments so accepted, regardless of such party's knowledge of any breach at the time of such acceptance of payments. Neither party shall be deemed to have waived any term, covenant or condition unless such party gives the other party written notice of such waiver.

15.3 Additional Remedies. Reference in this Agreement to any particular remedy shall not preclude either party from any other remedy at law or in equity. The failure of any party to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall

not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of any original violation.

SECTION 16.

DESTRUCTION OR DAMAGE

16.1 Destruction or Damage Repairable Within Six Months. If the Arena is damaged by fire, earthquake, act of God, the elements or other casualty, Licensor shall, subject to the provisions of this Section 16, repair the damage, if such repairs can, in Licensor's reasonable opinion, be completed within six months after the damage; provided, however, that if Licensor's insurance coverages at the time of the damage were in compliance with the requirements of Section 11, Licensor shall only be obligated to make such repairs to the extent that the insurance proceeds received in connection with such damage are sufficient to pay for the repair; provided further, however, that if Licensor's insurance proceeds are insufficient to pay for, and Licensor does not otherwise pay for, restoration of the Arena to a level necessary for the presentation of League Games, Licensee shall have the option to terminate this Agreement. If Licensor reasonably determines that repairs can be completed within six months after the damage, this Agreement shall remain in full force and effect, except that (a) Licensee's performance obligations hereunder shall be abated for any period that Licensee is prevented from using the Arena for League Games.

16.2 Destruction or Damage Not Repairable Within Six Months. If, in Licensor's reasonable opinion, such repairs to the Arena cannot be completed within six months after the damage, Licensee shall have the option to (a) terminate this Agreement or (b) if Licensor agrees to repair such damage, to continue this Agreement in full force and effect, provided, however, that during such period (i) Licensee's performance hereunder shall be abated as provided in Section 16.1.

16.3 Repairs. If the Arena is to be repaired under this Section 16, Licensor shall repair at its cost any such injury or damage to the Arena.

16.4 Express Agreement. This Agreement shall be considered an express agreement governing any case of damage to or destruction of the Arena by fire or other casualty, and any present or future law which purports to govern the rights of Licensor and Licensee in such circumstances in the absence of express agreement, shall have no application.

SECTION 17

COVENANT AGAINST LIENS

17.1 Lien Discharge. If, as a result of Licensee's activities at the Arena, any mechanics' lien or other lien, charge or order for payment of money, shall be filed against Licensor, or any portion of the premises, Licensee shall at its own cost and expense cause the same to be discharged of record or secure such payment by posting a bond with Licensor in reasonable form and amount satisfactory to Licensor within thirty (30) days after written notice to Licensee of the filing of such lien, charge or order.

17.2 In default of Licensee so doing, Licensor may after five (5) days notice to Licensee and without thereby waiving such default of Licensee, procure the discharge or satisfaction of any or all said liens, charges or orders for payment by bonding or payment or otherwise and Licensee shall defend,

indemnify, and save harmless Licensor against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom.

17.3 In the event Licensee shall not cause such lien, charge or order to be discharged of record or bonded within said thirty (30) day period, Licensor may thereafter cause the same to be discharged and the cost and expense thereof, including reasonable counsel fees, shall be immediately paid to Licensor by Licensee as additional rent.

17.4 Except as specifically provided in other articles of this Lease, Licensor shall not be liable for any work, labor or services rendered for materials or equipment furnished to, or for the account of, Licensee upon or in connection with the Arena and no mechanics or other lien for work, labor or services rendered for or material furnished to or for the account of Licensee shall attach to or affect the interests of Licensor, Licensee or any of its subcontractors in and to the Arena or in and to any alterations, repairs, replacements, or improvements in or about the Arena.

SECTION 18.

REPRESENTATIONS AND WARRANTIES

18.1 Representations and Warranties by Licensor. Licensor represents and warrants to Licensee that:

(a) Licensor is a body politic and corporation of the State of Maine, is duly organized and validly existing under the law of its jurisdiction of formation and has the full power and authority to enter into and perform this Agreement in accordance with its terms.

(b) The execution, delivery and performance of this Agreement by Licensor have been duly authorized by all necessary action of Licensor and this Agreement constitutes the valid and binding obligation of Licensor enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) The execution, delivery and performance of this Agreement by Licensor will not (i) conflict with its governing documents and will not conflict with or result in the breach or termination of, or constitute a default under, any lease, agreement, commitment or other instrument, or any order, judgment or decree, to which Licensor is a party or by which Licensor or the Arena is bound, or (ii) constitute a violation of any law or regulation applicable to Licensor or the Arena. No consent, approval or authorization of, or designation, declaration or filing with, any governmental authority is required on the part of Licensor in connection with the execution, delivery and performance of this Agreement, which consent or approval has been obtained prior to the execution of this Agreement.

(d) There is no claim, litigation, proceeding or governmental investigation pending or, to the best of Licensor's knowledge, threatened, or any order, injunction or decree outstanding, that could have a material adverse effect on the Arena, Licensor or Licensor's ability to perform this Agreement.

(e) Licensor is the sole owner of the Arena, free and clear of any liens, claims, charges or encumbrances.

18.2 Representations and Warranties by Licensee. Licensee represents and warrants to Licensor that:

(a) Licensee is a limited liability company duly organized and validly existing under the law of its jurisdiction of formation and has the full power and authority to enter into and perform this Agreement in accordance with its terms. Licensee is qualified, or promptly following the execution of this Agreement will be qualified, to do business in Maine.

(b) The execution, delivery and performance of this Agreement by Licensee have been duly authorized by all necessary action of Licensee and this Agreement constitutes the valid and binding obligation of Licensee enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) The execution, delivery and performance of this Agreement by Licensee will not (i) conflict with its governing documents and will not conflict with or result in the breach or termination of, or constitute a default under, any lease, agreement, commitment or other instrument, or any order, judgment or decree, to which Licensee is a party or by which Licensee is bound, or (ii) constitute a violation by Licensee of any law or regulation applicable to Licensee. No consent, approval or authorization of, or designation, declaration or filing with, any governmental authority is required on the part of Licensee in connection with the execution, delivery and performance of this Agreement.

(d) There is no claim, litigation, proceeding or governmental investigation pending or, to the best of Licensee's knowledge, threatened, or any order, injunction or decree outstanding, that could have a material adverse effect on Licensee or its ability to perform this Agreement.

SECTION 19.

MISCELLANEOUS

19.1 Force Majeure. Subject to the provisions of Section 16, should any fire or other casualty, act of God, earthquake, flood, epidemic, landslide, enemy act, war, riot, civil commotion, general unavailability of certain materials, strike, slowdown, boycott or labor dispute or other similar event beyond the reasonable control of either party (any of the foregoing hereinafter referred to as "Force Majeure") prevent performance of this Agreement in accordance with its provisions, performance of this Agreement by either party shall be suspended or excused to the extent commensurate with such interfering occurrence. Force Majeure shall not excuse the payment of any sum of money owed hereunder.

19.2 Amendment. No alteration, amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Agreement.

19.3 Consents. No consent or approval by Licensor or Licensee, permitted or required under the terms of this Agreement shall be of any validity whatsoever unless the same shall be in writing, signed by the party by or on whose behalf such consent is executed.

19.4 Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and there are no promises, agreements, conditions, undertakings or warranties or representations,

oral or written, express or implied, between them other than as herein set forth or as specifically referred to herein. This Agreement is intended to be an integration of all prior or contemporaneous promises or agreements, conditions or undertakings between the parties hereto.

19.5 Notices. All notices, demands, consents, approvals, statements, requests and invoices to be given under this Agreement shall be in writing, and shall be deemed effective upon receipt if hand delivered, or sent by telecopy or overnight courier service; and if sent by the United States mail, postage prepaid, certified mail, return receipt requested, upon delivery or the date of refusal, addressed as follows:

For Licensee: [INSERT CONTACT INFORMATION]

with a copy to: [INSERT CONTACT INFORMATION]

For Licensor:

City Manager
City of Portland
389 Congress St.
Portland, ME 04101

with a copy to:

Director of Public Assembly Facilities

Either party may from time to time by written notice given to the other pursuant to the terms of this Section 18.5 change the address to which notices shall be sent.

19.6 Successor Bound. The covenants, terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of Licensor and Licensee and their respective successors and, to the extent permitted herein, assigns.

19.7 Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of this Agreement or the scope or intent thereof, nor in any way affect this Agreement.

19.8 Pronouns. Wherever appropriate herein, the singular includes the plural and the plural includes the singular; and the masculine, feminine and neuter adjectives and pronouns include one another.

19.9 Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

19.10 Confidentiality. The parties agree that all information furnished to a party by the other pursuant to the provisions hereof shall, to the extent permitted by law, be held in strict confidence.

19.11 Assignment. Neither party may assign this Agreement or its rights hereunder without the prior written consent of the other party.

19.12 Severability. If any Article, Section, Subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Article, Section, Subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19.13 Cross References. Any reference in this Agreement to a Section, Subsection, Article or Exhibit is a reference to a Section, Subsection, Article or Exhibit, as appropriate, of this Agreement, unless otherwise expressly indicated.

19.14 Further Assurances. Licensor and Licensee shall execute, acknowledge and deliver, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as Licensor or Licensee shall reasonably request of the other in order to fulfill the intent of this Agreement and the transactions contemplated hereby. Both parties further covenant to deal fairly and cooperate with each other and to act in good faith to accomplish the purposes of this Agreement and to carry it into effect.

19.15 No Third Party Beneficiary. The provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided for in Section 18.16 below, or elsewhere herein.

19.16 Rights of League.

(a) If Licensor gives notice to Licensee alleging Licensee is in breach or default of any provision of this License Agreement, a copy of such notice shall be given simultaneously by overnight delivery to:

NBA Development League, LLC
477 Madison Ave., 3rd Floor
New York, NY 10022
Attention: President

NBADL shall have the right to change such address by notice given to Licensor at its address listed herein.

(b) If at any time Licensee's right of occupancy and use of the Arena hereunder is terminated for any reason whatsoever including, for example, by agreement of the parties, as a result of breach by Licensee or as a result of cessation of operations by, or bankruptcy of, Licensee, NBADL shall have the right, at its election, to succeed to the rights of the Licensee hereunder for the balance of the then current season or for all or a portion of the remainder of the term of the License Agreement, as NBADL shall elect. NBADL shall have the ability to designate another party that operates an NBADL team to succeed to such rights. Any party succeeding to the rights of Licensee hereunder shall be bound by and be entitled to the benefits of all of the terms and provisions of this License Agreement for the period during which such party exercises such rights.

(c) This Section shall prevail over any language in this License Agreement that is contrary to the provisions of this Section. In the event of any non-compliance by Licensor with the provisions of this Section, NBADL shall have the right as third party beneficiary to enforce this Section.

~~19.17~~ 19.17 Expenses. Each party shall bear its own expenses (including the fees and disbursements of its attorneys and accountants) incurred in connection with the negotiation and preparation of this Agreement.

19.18 Relationship. The parties are not a partner, joint venturer or principal and agent with or of each other, and nothing in this Agreement shall be construed so as to create any of those relationships or to impose any liability as such on either of them, or to grant any party the right to bind the other without the other's prior written consent, except as expressly set forth in this Agreement.

19.19 Jurisdiction.

(a) If Licenser wishes to bring an action against Licensee with respect to any dispute or controversy arising under or in connection with this Agreement, Licenser may do so only in the courts of the State of Maine or the United States District Court located in any county in that state (together, the "Licenser Designated Courts"), which courts shall have exclusive jurisdiction over the parties with respect to that dispute or controversy.

(b) If Licensee wishes to bring an action against Licenser with respect to any dispute or controversy arising under or in connection with this Agreement, Licensee may do so only in the courts of the State of Maine or the United States District Courts located in any county in that state (together, the "Licensee Designated Courts"), which courts shall have exclusive jurisdiction over the parties with respect to that dispute or controversy.

(c) By execution and delivery of this Agreement, each of the parties submits to the exclusive jurisdiction of the Licenser Designated Courts with respect to any action initiated by Licenser or the Licensee Designated Courts with respect to any action initiated by Licensee, including, but not limited to, the in personam jurisdiction of those courts, waives any objection to such jurisdiction on the grounds of venue or forum non conveniens or the absence of in personam jurisdiction and any similar grounds, consents to service of process by mail (in accordance with Section 18.5 or any other manner permitted by law), and irrevocably agrees to be bound by any judgment rendered by any of those courts (subject to its right to appeal to appellate courts having jurisdiction over cases brought in those courts). So far as is permitted under applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in the manner specified in this Section 18.18 or as otherwise permitted by law, shall be necessary in order to confer personal jurisdiction over the parties in any of the Licenser Designated Courts or Licensee Designated Courts. Licenser waives any sovereign immunity for this purpose.

19.20 Interpretation Matters. If any matter arises as to the interpretation of this Agreement, that matter may be resolved by consultation between any of the Licenser representatives listed on Schedule 18.20A and any of the Licensee representatives listed on Schedule 18.20B. Each party may change its representatives by notice given to the other party.

19.21 Schedules. Licenser shall deliver to Licensee any schedules that are not attached to this Agreement no later than [INSERT DATE]. If any of those schedules are not acceptable to Licensee, Licensee may terminate this Agreement without any further obligation by notice given to Licenser on or before [INSERT DATE].

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

LICENSOR:

City of Portland

By: _____

Name: Joseph E. Gray, Jr.

Title: City Manager

LICENSEE:

[INSERT LICENSEE CORPORATE NAME]

By: _____

Name:

Title:



NBA DEVELOPMENT LEAGUE ARENA FACILITY STANDARDS

BASKETBALL EQUIPMENT

Arena Floor Requirements:

- Playing court must be constructed of grade 2 or better quality wood (94' x 50' playing surface). Preferred vendors are Horner and Robbins.
- Size of entire floor and all colors, designs and court markings appearing on any playing court must be as designated by the D-League; no other markings will be permitted.
- No physical structure or item (e.g., ceiling, ducts, center-hung scoreboard, banner, etc.) may be located less than thirty-five feet (35') over the floor.
- Actual Arena ceiling height is 32'10".
- Portland High School (PHS) banners are to be moved over to the Hadlock side bleachers and new cabling is to be added for team banners over the Fitzpatrick side bleachers.

Game and Courtside Equipment:

- Three (3) basket stanchions/supports capable of being anchored to the floor.
- Basket supports, including the bottom and side surfaces of backboards, cross pieces and braces, must be fully padded. Preferred vendors are Porter and Hydra Rib.
 - Each team is required to replace any stanchion/support that is deemed unfit or unsafe for competitive play by the D-League.
- Three (3) backboards (and rims) pursuant to current NBA standards (flat and transparent, 6' horizontally x 3 ½' vertically, as of 2004-05 season). Preferred vendor is Porter.
 - All D-League games must be played using pressure-release rims manufactured by Gared Sports or Porter, and must be replaced prior to the start of each season.
 - All nets used during D-League games must be white (unless otherwise provided by the League), of the anti-whip type, and must be 18" in length.
- Each team is required to maintain, in each arena which the team plays home games, a spare stanchion/support with compliant pressure-release rim and anti-whip net (one of the three total stanchions/backboards referenced above). The spares must be stored on dollies and in locations that make them easily accessible during games, so that replacement can be made immediately.
- Game clock and shot clock must be mounted on the backboards, or also can be suspended by cable with the prior written approval of the D-League (must be located in the same position and anchored securely).
 - Minimum size of clocks should be 26" wide by 24" high.
 - The game clock and shot clock must be able to be remounted to the replacement backboard.
 - The shot clock should be underneath the game clock, and both should be mounted on the top of backboard (or suspended by cable).
 - The minimum size of the numbers should be 12" for the shot clock and 6" for the game clock.

- The color of the numbers on the shot clock should be red and the numbers on the game clock should be clear.
- All other clocks in the arena must be synchronized with the shot and game clocks.
- The control for the game clock must start and stop the shot clock.
- Each team must have a back-up set of clocks in its arena for every home game. In addition, each team is required to have at the scorer's table a back-up manual clock and stop watch that can be used if the main clock malfunctions.
- One red electric light must be anchored behind the backboard, obvious to the game officials, and synchronized to light up upon the horn sounding at the expiration of time for each period.

TEAM LOCKER ROOMS

General:

- 2 Team Locker Rooms
- 1,250 s.f.
- 9' ceiling height
- 8' door height
- 15 lockers
- 15 padded chairs
- Home team locker room to be on event floor level and exclusive
- Existing locker room doors, which do not meet the 8' height requirement, are to be used and ceiling height will be increased to 9' in applicable locker rooms.
- Team will use a dual locker room, which includes 2 locker rooms and 1 shower/rest room, as its home clubhouse. Coaches and other staff will use one of the 2 locker rooms.
- Locker room is on lower level.

Locker Size:

- 3' wide
- 2' deep
- 8' height
- Lockable cabinet within locker
- Locker finishes to be metal/plastic or laminate/wood
- Fifteen (15) existing 33" lockers will be used in Team locker room.

Area Finish:

- Carpet or resilient floor
- Epoxy painted walls
- Painted cement ceiling

Equipment:

- TV with video capabilities
- Television cable feeds and closed circuit television
- Game clock or monitor showing game clock
- Team will provide all applicable equipment.
- Licensor will install said equipment proved by Team.

Shower Room:

- 125 - 150 s.f.

- (8) 8' shower heads
- Fluid applied non-slip seamless floor / ceramic tile
- Epoxy painted walls / ceramic tile
- Painted cement ceiling

Toilet Room:

- 2 enclosed stalls
- Urinals – 3 fixtures
- Room finishes – Same as shower room
- Number of urinals may be fewer than 3.

OTHER SPACE STANDARDS

Training Room:

- Training room space – 900 – 1,000 s.f.
- Lockable cabinets for medical supplies (Home team)
- Near home team locker room
- 2 training tables
- Carpet / resilient floor or ceramic tile
- Epoxy painted walls
- Painted cement ceiling

Laundry Room:

- 250 – 300 s.f.
- 2 commercial grade washers
- 2 commercial grade dryers
- In or near team facilities
- Sealed concrete floor
- Exposed overhead structure

Team Equipment Storage:

- 375 – 550 s.f.
- In or near team facilities
- Sealed concrete floor
- Exclusive use for basketball team equipment storage only (e.g., uniforms, shoes, towels, etc)

Basketball Equipment/General Storage:

- 5,000 s.f.
- Located in an area adjacent to the event floor for basketball floor storage, goals and other equipment.

Coaches Offices:

- Office Space 200-250 s.f.
- Near team locker room
- Resilient flooring / carpet
- Said office space will be incorporated into locker room.

Game Official Locker Rooms:

- One male dressing room
- One female dressing room

- Exclusive use for the officials during game
- Toilet facilities
- Shower facilities
- Carpet / resilient floor
- Epoxy painted walls
- Painted cement ceiling
- Minimum of two lockers with lockable cabinet
- Game clock or monitor showing game clock

Game Entertainment Dressing Rooms:

- 2 Dressing Rooms
- Exclusive use for entertainment during the game
- Toilet facilities
- Shower facilities
- Carpet / resilient floor
- Epoxy painted walls
- Painted cement ceiling
- Lockers with lockable cabinets

Media Workroom:

- One workroom approximately 850 - 1000 s.f. to accommodate print and radio reporters
- Room should be equipped with tables, chairs, electrical power, phones, high speed copier that collates and staples, television, at least one working stat monitor and game clock.
- Level two conference room will be used as both the media workroom and media dining/lounge area.
- Team will provide equipment and Licensor will install said equipment.
- Licensee shall have exclusive use of the office in the level two conference room for the duration of the season.

Media Dining/Lounge Area:

- 1,200 s.f.
- Should be separate and distinct from the media workroom.

ARENA LIGHTING

Illumination:

- Illumination in the Arena Bowl should be designed primarily for television broadcasting while minimizing glare for the players and spectators. The light on the court shall be bright and uniform. From the boundary lines of the court (94' by 50') into the seating areas, the illumination should significantly fade. Illumination criteria for the court is as follows:

Horizontal Illumination	200 fc
Main and Reverse Angle	125 fc
Cameras	
Baseline Camera	75 fc
Max/Min Uniformity Ratio	1.35:1
Uniformity Gradient	1.35:1
Coefficient of Variance	< 0.15
Horizontal to Main Camera	1.7:1

Ration	
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(Note: all footcandle (“fc”) values are average maintained, using a .80 light loss factor.)

- Team shall purchase and install new fixtures that meet the illumination requirements.
- Field measurements should be taken three feet above the court or seating rake. The meter should be facing up to measure horizontal illumination and face each camera to measure main, reverse, and baseline camera illumination.
- Fixtures should be easily focused and should have an integral device for recording and locking a fixed aiming position. Since many arenas are multi-purpose facilities, it is crucial that lighting be properly focused for all games. This may require refocusing after rock concerts, etc. Normal game lighting should be turned on one hour before game time and must be left on at least one hour after the game.
- Event lighting fixtures should be mounted on catwalks allowing easy access for maintenance and focusing. Fixtures should be spaced along the catwalks to minimize glare and achieve illumination uniformity on the playing surface.

Strobe Lighting:

- The building must be prepared to accommodate at least at least four sets of strobes consisting of 4-8 units per set.
- Power required is one 30AMP - 110VAC circuit and outlet per photographic strobe unit
- Required equipment includes:
 - Speedotron 2401SX Power Pack
 - Speedotron 105 Light Head
 - Shiny reflectors (one per strobe unit - generally the reflectors are 16” but this may vary depending on the arena)
 - Flash tubes (four per strobe unit)
 - Lexan reflector covers
 - 8” C-clamps with 5/8” studs used to clamp the light heads to the catwalk
 - Safety chains
 - Team shall provide all required fixed fixtures.

PRACTICE FACILITY

- To be used for practice when arena is not available
- To be approved by D-League
- Clock with shot clock and countdown capabilities
- Dedicated locker room while using the facility
- Regulation floor
- 2 baskets, supports and backboards
- Located within ten miles of the arena
- Floor markings must meet D-League game standards (e.g. three-point line)
- Capable of being closed off from the media and public.
- Team shall be responsible for providing said facility.

Scheduling -- Pre-Existing Contracts

Exposition Building Recurring Events

To accommodate Exposition Building recurring events, including Portland High School Basketball, Public Assembly Facilities assigns a number to each weekend, referencing the number of weekends it is after New Year's Day. In 2008, weekend one was January 05 and 06. While where in a month (or in what month) an event is each year varies, the event is always on the comparable weekend counting from New Years Day.

MAINE ROLLER DERBY (www.mainerollerderby.com)

(an average of eight (8) events per year, split between spring (April 01 – June 30) and fall (September 01 – October 31) seasons)

MAINE SKI AND SNOWBOARD EXPO (www.joejonessports.com)

(weekend 42)

SOUTHERN MAINE HOME SHOW (www.homeshownet.com)

(weekend 43)

REGIONAL MATH MEETS

(average of four (4) meets per year)

MAINE BREWERS FESTIVAL (www.mainebrew.com)

(weekend 44)

CROSS CULTURAL HEALTH AND WELLNESS FAIR (www.naacpportland.org)

(weekend 45)

DOWNEAST SKI SALE (www.downeastskiclub.com)

(weekend 47)

PORTLAND HIGH SCHOOL BASKETBALL (practices)

(practices start the Monday prior to Thanksgiving and run thru the annual MPA Tournament)

PORTLAND HIGH SCHOOL BASKETBALL (games)

(games start in mid-December (December 11 in 2007))

MAINE MALL HOLIDAY CLASSIC

(four (4) days, starting on December 26)

SOUTHERN MAINE ACTIVITIES ASSOCIATION INDOOR TRACK

(Saturdays, weekends 1 thru 5) (the SMAA has tentatively asked to extend their season to weekend 6)

UNITED WAY SUMMER CHAMPS CAMP FAIR (www.unitedwaygp.org)

(Sunday, weekend 5)

MAINE PRINCIPALS ASSOCIATION (www.mpa.cc)
CLASS A AND B WESTERN MAINE BASKETBALL QUARTERFINAL GAMES
(weekend 7)

RACIN' PREVIEW
(weekend 8)

SOUTHERN MAINE MIDDLE SCHOOL ATHLETIC CONFERENCE INDOOR TRACK
(Friday and Saturdays, weekends 9 thru 13)

APPLICATORS SALES AND SERVICE CONTRACTOR SHOW (www.applicatorssales.com)
(weekday in March)

PORTLAND SEA DOGS WELCOME BACK (www.youthalternatives.org/seadogs/index.html)
(first Wednesday in April)

PORTLAND HOME SHOW (www.homeshows.com/portland_home_show.htm)
(weekend 14)

ALL THINGS WOOD EXPO (<http://forestsformainesfuture.org/Default.aspx?tabid=81>)
(weekend 17)

KING MIDDLE SCHOOL CELEBRATION OF LEARNING
(midweek in May)

PORTLAND PUBLIC SCHOOLS EMPLOYEE BENEFIT FAIR
(midweek in May)

CHILDREN'S HEALTH AND SAFETY FAIR (www.smems.org)
(midweek in May)

EXERCISE FOR HEALTH AND LOVE HEALTH FAIR AND SCREENING
(www.portlandmaine.gov/hhs/phminority.asp)
(weekend 24)

**FIRST AMENDMENT TO
MAINE BASKETBALL, LLC ARENA LICENSE AGREEMENT**

THIS FIRST AMENDMENT is made as of this ____ day of _____, 2015, to the **Maine Basketball, LLC Arena License Agreement** dated January 5, 2009 by and between the **City of Portland** (hereinafter the "**City**"), and **Maine Basketball, LLC** (hereinafter, the "**Licensee**").

RECITALS

WHEREAS, the City and Licensee are parties to a certain January 5, 2009 Maine Basketball, LLC Arena License Agreement (the "Agreement") pursuant to which the City granted Licensee certain rights in the Portland Exposition Arena (the "Arena"), as more fully set forth in the Agreement; and

WHEREAS, Licensee desires, at its sole expense, to install new seating in the Arena as set forth in a certain February 4, 2015 memorandum from Anita LaChance, the City's Director of Recreation & Facilities Management, to the Chairpersons and Members of the City's Finance Committee (the "Lachance Memo") (a copy of which is attached hereto as Exhibit A and incorporated herein by reference) and as set forth in the January 21, 2015 Hussey Seating plan (the "Seating Plan") (a copy of which is attached hereto as Exhibit B and incorporated herein by reference); and

WHEREAS, in exchange for the seating, Licensee has requested to have two five-year options to extend the term of the Agreement, the first of which would extend the term until June 30, 2024, and the second of which would extend the term until June 30, 2029, at the rates set forth on the second page of the LaChance Memo; and

WHEREAS, the City desires that Licensee install the new seating and desires to provide Licensee with the two requested five-year options to extend the term of the Agreement at the rates set forth in the LaChance Memo; and

WHEREAS, the parties also desire to amend Schedule 4.1 of the Agreement, which addresses the scheduling of Pre-Existing Contracts as set forth in the document entitled "Scheduling – Pre-Existing Contracts (Rev'd February 2015), a copy of which is attached hereto as Exhibit C and incorporated herein by reference;

NOW, THEREFORE, in consideration of the mutual obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals set forth above are hereby incorporated herein by reference and made a part of this Amendment. The restatement in this Amendment of any term of its exhibits shall not be deemed to waive any term not so restated. If any disagreement is found between the exhibits and this Amendment, then this Amendment shall govern; provided, however, that this Amendment and its exhibits shall be construed to be supplemental to one another to the extent possible.
2. Subject to the City's written approval, Licensee shall, at its sole expense, install new seating in the Arena as set forth in the LaChance Memo and in substantially the form set forth in the "Seating Plan." Upon either the expiration or termination of this Agreement, said seating shall immediately and permanently become the property of the City, without the need for any transfer document.
3. Licensee shall have two five-year options to extend the term of the Agreement beyond its current termination date of June 30, 2019. The first option period shall begin on July 1, 2019 and terminate on June 30, 2024, and the second option period shall begin on July 1, 2024 and terminate on June 30, 2029. To exercise the first five-year option, Licensee must provide the City with written notice of its intention to do so no less than 90 days prior to June 30, 2019. To exercise the second five-year option, Licensee must provide the City with written notice of its intention to do so no less than 90 days prior to June 30, 2024.
4. The following language addressing the per-game rates is added to the end of section 5.3(a) of the Agreement:

"\$2,910 for each League Game between July 1, 2019 and June 30, 2022; \$3,010 for each League Game between July 1, 2022 and June 30, 2024; \$3,130 for each League Game between July 1, 2024 and June 30, 2027; and \$3,230 for each League Game between July 1, 2027 and June 30, 2029."
5. Schedule 4.1 of the Agreement, which addresses the scheduling of pre-existing contracts for the use of the Arena is hereby deleted in its entirety and replaced with the document entitled "Scheduling – Pre-Existing Contracts (Rev'd February 2015)," attached hereto as Exhibit C.
6. Any and all terms of the Agreement not herein amended shall remain in full force and effect for the duration of this Amendment.

Signatures follow on the next page.

IN WITNESS WHEREOF, the said **City of Portland** has caused this First Amendment to Maine Basketball, LLC Arena License Agreement to be signed and sealed by Sheila Hill-Christian, its Acting City Manager, thereunto duly authorized, and Maine Basketball, LLC has caused it to be signed by _____, its _____, thereunto duly authorized, the day and year first above written.

WITNESS:

CITY OF PORTLAND

By: _____
Sheila Hill-Christian
Its: Acting City Manager

WITNESS:

MAINE BASKETBALL, LLC

By: _____
Printed Name: _____
Its: _____

Approved as to form:

Corporation Counsel's Office

*Order 162-14/15
Tab 16 2-23-15*

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPOINTING AND SETTING SALARY OF
GINA TAPP AS
HUMAN RESOURCES DIRECTOR**

ORDERED, that Gina Tapp is hereby appointed as Director of Human Resources at a salary of \$98,065.76.



Executive Department
Sheila-Hill Christian, Acting City Manager

389 Congress Street / Portland, ME 04101 / www.portlandmaine.gov / tel. 207-874-8689 / tty. 207-874-8936 / fax. 207-874-8669

MEMORANDUM
City Council Agenda Item

TO: Mayor and City Council
FROM: Sheila Hill-Christian
DATE: February 5, 2015
SUBJECT: Human Resources Director Appointment
SPONSOR: Sheila Hill-Christian, Acting City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading and Final Action – February 23, 2015

Can action be taken at a later date: No. Ms. Tapp's start date is March 9, 2015

I. SUMMARY OF ISSUE

Gina Tapp has been offered the position of Human Resources Director, and she has accepted. Gina's resume is included in the agenda backup.

Ms. Tapp will start on March 9, 2015, at a base salary of \$98,065.76.

Staff is requesting that the second reading be waived so Ms. Tapp can begin work on March 9th.

Gina Tapp, SPHR

725 SW Range Dr.
Waldport, OR 97394
ginatapp@peak.org
(541)961-9126

OBJECTIVE

To obtain a senior level human resources position for a non-profit, local government, or healthcare organization in Maine.

EMPLOYMENT

Director of Human Resources

September 2011 – Present

Samaritan Health Services - Samaritan North Lincoln Hospital and Samaritan Pacific Communities Hospital
Lincoln City and Newport, Oregon

Responsible for planning, organizing and directing all aspects of these two critical access hospital's human resource functions including but not limited to: recruitment and retention, compensation and benefits, and employee relations for approximately 750 employees. Primary duties also include conducting internal investigations involving hospital employees. Responsible for all labor relations for two unions at Samaritan Pacific Communities Hospital (ONA and SEIU) and one union at Samaritan North Lincoln Hospital (SEIU). Also responsible for ensuring the hospital is free of any type of illegal discrimination which includes developing and delivering training and coaching to managers on topics such as preventing sexual harassment in the workplace and ensuring EEO compliance throughout our hiring process. This position also is responsible for the Volunteer Services program. Serve as a member of the hospital's Executive Team. Supervise a staff of three HR Representatives, one HR Generalist and one HR Assistant in the coast HR Department, as well as two Volunteer Service Coordinators and one Employee Health Nurse.

Personnel Director

May 2007 – August 2011

Lincoln County
Newport, Oregon

Responsible for management of the County's human resources functions in support of a local government workforce made up of approximately 360 public employees. Primary areas of work include recruitment and retention of a diverse workforce, compensation and benefits, providing human resources consultation to County managers, and supporting the labor relations needs for five unions. Labor relations duties include serving on the County's negotiation team, processing grievances, consulting with managers on union issues, and ensuring the various compensation and benefit clauses for each of the union groups are implemented and interpreted in accordance with their contracts. As a member of the County's M-Team (management team made up of Appointed Directors and Elected Officials), help plan and develop programs and policies that deliver quality services to the citizens of Lincoln County. Also responsible for all employment related compliance issues and the County's Wellness program. Manage a staff that includes one Personnel Generalist and one Personnel Assistant.

Director of Human Resources

July 2006 – May 2007

Samaritan Health Services - Samaritan North Lincoln Hospital
Lincoln City, Oregon

Responsible for planning, organizing and directing all aspects of this critical access hospital's human resource function including but not limited to: recruitment and retention, compensation and benefits, and

employee relations for approximately 350 employees. Primary duties also include conducting internal investigations involving hospital employees, medical staff members and members of the general public who access our services. Also responsible for ensuring the hospital is free of any type of illegal discrimination which includes developing and delivering training and coaching to managers on topics such as preventing sexual harassment in the workplace and ensuring EEO compliance throughout our hiring process. This position also is responsible for the Volunteer Services program and oversight of the child care center. Serve as a member of the hospital's Executive Team. Supervise a staff of two HR Representatives and one Professional Recruiter in the HR Department, as well as one Volunteer Service Coordinator and one Manager of the Samaritan Early Learning Center.

Coastal Recruiter/Assistant Department Manager for Human Resources

July 2004 - July 2006

Samaritan Health Services - Samaritan Pacific Communities Hospital
Newport, Oregon

Responsible for all recruitment activities for Samaritan Pacific Communities Hospital, a 25 bed critical access hospital as well as 8 outlying clinics with 380 employees located in Newport, Oregon. Duties include all aspects of staffing from sourcing candidates to creating attractive and innovative incentives to entice qualified health care professionals to join the staff of SPCH. Recruitment responsibilities include all levels of employees, from housekeepers to physicians. As a member of the HR team, responsible for providing responsive customer service to all employees and prospective employees by providing information on the policies, procedures, and general benefits associated with working for SHS. As Assistant Department Manager, provide Office Management of the HR office and provide HR management assistance to managers and employees when the Director of HR is out of the office.

Assistant Director of The Center for Business & Professional Development

February 2003-March 2004

Holyoke Community College
Holyoke, Massachusetts

Responsible for day to day operational functions of a community college workforce development office. Main duties consisted of: selecting and scheduling professional development training and seminars; preparing the non-credit workforce development section of the college catalog; managing special projects; maintaining The Center's web-site (www.TheCenter-hcc.org); managing contract trainings with local businesses through workforce development grants; managing a Massachusetts Department of Apprenticeship Training Early Care Career Ladder project; coordinating all training provided through several Extended Care Career Ladder Initiative grants with local extended care providers; working with area businesses to develop and deliver appropriate contract trainings; selection of consultants and trainers to provide The Center's offerings, and other workforce development activities related to selecting, developing, and delivering high quality training programs to individuals and employers. Additional duties included managing the "College for Kids" program through a grant with the local school department during the summer of 2003.

Director of Human Resources

June, 1996-February, 2001

Training and Development Corporation
Bucksport, Maine

Responsible for oversight and management of all Human Resources functions for a private not-for-profit education and training organization with approximately 350 employees throughout Maine and Virginia. Provided direction and oversight of the corporate Human Resources department staffed by a Human Resources Manager, Corporate Benefits Manager, and Human Resources Technician. Provided guidance and support to field HR Managers at two TDC-operated Job Corps Centers in Maine. Responsible for all HR activities including recruitment and hiring, benefits administration, employee performance and staff development, Affirmative Action and Equal Employment Opportunity programs, succession planning, employee relations, employee recognition programs, workplace safety and Wellness programs, and staff

compensation. Also responsible for all training and professional development programs for all employees to insure that staff were provided with the education and tools necessary to be able to provide exceptional service to the customers we served. Responsible for writing an annual Staff Training Plan for each Job Corps Center we operated, which was submitted to the U.S. Department of Labor and reviewed on site during annual D.O.L. compliance reviews. Other training related duties included providing management development training and other training related to organizational improvement, managing change, and EEO/Sexual Harassment programs. Also responsible for proposal writing in the areas of Human Resources, Staffing, and Employee Training and Development for the company's submissions of RFP's for continued or new business with the U.S. Department of Labor and state programs that we operated. Served on the Executive Committee along with Vice Presidents, reporting to the President/CEO.

Employment Manager

March 1996-June 1996

Training and Development Corporation
Bucksport, Maine

Responsible for recruitment and hiring for the Corporate and Career Advancement Services divisions of TDC. Monitored AA/EEO plans to ensure hiring was in compliance with all applicable plans in place. Also administered the company's employee benefit plans, including processing of all claims for short-term disability and long-term disability, life insurance claims, and enrollment management for all medical and dental plans.

Special Projects Employee for HR Department

January 1995-March 1996

Training and Development Corporation
Bucksport, Maine

Provided assistance on special projects for TDC's corporate Human Resources Department on an "as needed" basis while I attended graduate school. Project work included: developing and producing multiple resumes for submission as part of major proposals for Job Corps Center contracts; conducting internal EEO investigations; conducting wage and benefits surveys; and, interviewing and testing candidates for various positions within TDC.

Computer Instructor

January 1995-December 1995

Training and Development Corporation
Bucksport, Maine

Provided basic computer instruction to adult clients enrolled at TDC's Career Advancement Center in Bangor, Maine. Classes taught included: Computer Literacy I & II, Basic and Advanced Keyboarding, Office Procedures, and a Word Perfect v. 6.1 mini-series. Assisted clients in the use of the computer lab to prepare job search documents such as cover letters, resumes, thank you letters, etc.

Human Resources Manager

April 1994-January 1995

Eaton, Peabody, Bradford & Veague, P.A.
Bangor, Maine

Responsible for administration of the law firm's human resources systems. Administered non-attorney and paraprofessional personnel, including pre-employment interviews, employee benefits, evaluations, disciplinary actions, compensation, and staff training as well as coordinating recruiting efforts for all such employees. Also wrote the employee newsletter "The Legal Eagle".

Human Resources Specialist

July 1991-April 1994

Training and Development Corporation

Bucksport, Maine

Responsible for Human Resources policy research and development, oversight and administration of all employee benefits plans, corporate support throughout the company, as well as EEO/AA plan administration. Managed all workers' compensation claims, short-term and long-term disability claims, and life insurance claims. Other duties included staff training, managing special projects, staffing the company's Human Resources Advisory Committee, coordinating all employee recognition programs, writing the employee newsletter, and assisting with other Human Resources/Personnel functions as needed. NOTE: While in this position: researched, recommended and implemented the company's first HRIS system.

Human Resources Assistant

May 1989-July 1991

Training and Development Corporation
Bucksport, Maine

Served as primary contact for employees and the public to the Corporate HR Department. Prepared and coordinated all paperwork involved in the hiring process for all new hires, from placing ads for employment through conducting new employee orientation sessions. Responsible for all insurance records and related payroll change notifications. Other duties included coordinating the Employee Recognition Program and writing the employee newsletter.

Additional Work Experience

1986-July 1989

Prior to starting my career in HR, I held positions of Music Teacher for Bucksport Public School Department, Bucksport, Maine; Administrative Secretary to the Chief of Police, Brewer Police Department, Brewer, Maine; and other various office/clerical jobs while attending college. I have also instructed computer classes for students through Bucksport Adult Education programs.

EDUCATION

Graduate Studies in Education Administration (3 cr.)

Springfield College
Springfield, MA

Graduate Studies in Counselor Education (39 cr.)

University of Maine
Orono, Maine

B.M.Ed.

University of Maine
Orono, Maine

Diploma

Bucksport High School
Bucksport, Maine

SKILLS

*Experienced in conducting internal investigations and successfully managing Maine Human Rights Commission, EEOC, and NLRB claims

*Experienced in recruitment and employment practices for professional and classified staff

*Experienced in staff development, organizational development and succession planning

*Thorough understanding of employee relations issues, and commitment to creating and supporting a positive work environment as the primary defense against complaints

*Experienced in development, implementation, and evaluation of professional development programs for

business professionals in a higher education setting, adult education setting, and non-profit setting

*Experienced presenter, facilitator, and trainer for adult learners

*TeamSTEPPS Master Trainer

*Experienced in all areas of HR management, in both Union (SEIU, ONA, CWA and employee associations) and non-unionized work environments

*Thorough knowledge of creating, implementing, and monitoring personnel policies which comply with federal contracts and state programs

*Excellent communication skills

*Excellent computer skills including word processing, spreadsheet, presentation software, HRIS, e-mail, Internet use (including on-line recruiting methods), and web-page editing

*Knowledge of EEO/AA law; experience writing Affirmative Action Plans and in conducting compliance reviews

*Experienced in writing proposals following federal and state procurement guidelines and RFP's, and in implementing federal and state contracts

*Thorough understanding of compensation systems (salary survey through implementation) and salary classification systems

PROFESSIONAL CERTIFICATIONS

*SPHR (Senior Professional in Human Resources), Dec. 1997

*Certificate in Human Resources Management, University of Maine, Orono, Maine

HIGHLIGHTS OF HR-RELATED TRAINING

* Society of Human Resources Management, Annual Conference, Chicago, 2013

*Northwest Human Resources Annual Conference, 2009, 2008

*Labor Relations I, Local Government Personnel Institute, 2008

*National Workforce Association Annual Conference, St. Petersburg, Florida, 2006

*How to Conduct Internal Investigations, Las Vegas, Nevada, 2005

*Society of Human Resources Management, Annual Conference, Las Vegas, Nevada, 2000 & 2011

*Maine Human Resources Management Association, Annual Conference, Rockland, Maine, 1997, 1998

*Harvard Negotiation Project, Improving HR Effectiveness, Cambridge, Massachusetts, 1997

*U.S. Department of Labor, Directorate of Civil Rights Annual EEO Conference, Washington, D.C., 1998, 1997, 1996, 1993

*Society of Human Resources Management, Annual Conference, Minneapolis, Minnesota, 1998

*U.S. Department of Labor, National Job Corps Leadership Conference, Kansas City, Missouri, 1998

PROFESSIONAL MEMBERSHIPS

*American Society for Healthcare Human Resources Administration (ASHHRA)

*Society of Human Resources Management (SHRM)

*Lincoln County Employer's Council, 2004-Present (Treasurer 2007-2010; President 2010 - 2011)

*Region IV Workforce Investment Board, 2004-2007 (Vice Chair – 2006-2007)

REFERENCES AVAILABLE UPON REQUEST